

- a. Fraud scrubbing tools prevent transactions with fraud related behaviors from being processed
- b. Reduce "phishing" and fraud related CBs (typically 15% to 20% of an internet merchants total CB ratio)

#### *Additional Proven Chargeback Prevention Tools*

PPS Secure has the capability to provide Just Think Media with a multitude of proven transactions management tools. With our knowledge and understanding of chargeback Reason Codes; PPS Secure has been able to successfully identify *why* Just Think Media has been experiencing chargebacks and disputes and what business practices need to be altered respectively. In addition, Just Think Media will see an immediate increase in successfully disputed chargebacks by using customized responses intended for each specific reason code.

PPS Secure's card-not-present merchants use Network Merchants Payment Gateway for all card-not-present transactions. Network Merchants Payment Gateway is user-friendly, secure and PCI compliant. Using Network Merchants Payment Gateway to process transactions will enable DIA Group USA to implement iSpyFraud, a built-in, state-of-the-art fraud scrubbing software. In addition each transaction will go through a CVC/CVV check and an AVS check to ensure that the cardholder is the person entering the information.

#### *End Results*

Implementing PPS Secure's proposed transaction management plan will have profound short-term and long-term results for Just Think Media. Immediately, PPS Secure will begin to assist Just Think Media in disputing chargebacks by providing the appropriate custom responses for individual reason codes. From PPS Secure's additional efforts, Just Think Media will not only increase the amount of chargebacks found in their



favor but will see a significant decrease in the amount of chargebacks that are initiated each month. Disputing and preventing chargebacks will become an organized, productive endeavor. Just Think Media will implement business practices that will result in an immediate and long-term reduction in chargebacks, allowing them to easily and successfully maintain an acceptable chargeback ratio.



**Reason Code 41 Cancelled Recurring Transaction****Overview - Reason Code 41**

Time Limit: 120 calendar days

The Merchant continued to charge a Cardholder for a Recurring Transaction despite notification of cancellation.

ID#: 171009-171009-0007470

**Chargeback Conditions - Reason Code 41**

One of the following:

1. Cardholder withdrew permission to charge the account for a Recurring Transaction.
2. Acquirer or Merchant received notification that the Cardholder's account was closed before the Transaction was processed.
3. An initial membership Transaction was previously charged back and the Cardholder did not expressly renew the membership.
4. For a U.S. Domestic Transaction, Transaction amount was not within the preauthorized range of amounts or Merchant was to notify the Cardholder prior to processing each Recurring Transaction, and Merchant either: *(This only applies in the U.S. Region.)*
  - a. Did not notify Cardholder in writing within 10 calendar days of the Transaction Date *(This only applies in the U.S. Region.)*
  - b. Notified Cardholder within 10 calendar days of the Transaction Date and Cardholder did not consent to the charge *(This only applies in the U.S. Region.)*
5. For a LAC Easy Pay Transaction, Transaction occurred and both: *(This only applies in the Latin America & Caribbean Region.)*
  - a. The Transaction amount was not within the range of amounts approved by the Cardholder *(This only applies in the Latin America & Caribbean Region.)*
  - b. Merchant, either: *(This only applies in the Latin America & Caribbean Region.)*
    - i. Did not notify the Cardholder in writing at least 5 calendar days prior to the Transaction Date *(This only applies in the Latin America & Caribbean Region.)*
    - ii. Notified the Cardholder at least 5 calendar days prior to the Transaction Date and the Cardholder declined the charge in writing *(This only applies in the Latin America & Caribbean Region.)*

ID#: 171009-171009-0007471

**Chargeback Rights and Limitations - Reason Code 41**

1. Minimum Chargeback amount:
  - a. For a T&E Transaction, US \$25 or equivalent
  - b. For a Canada Domestic T&E Transaction, CAD \$25 *(This only applies in the Canada Region.)*



## 3.20 Message Reason Code 4841—Cancelled Recurring Transaction

The following sections describe the proper and improper use of message reason code 4841.

### 3.20.1 Proper Use of Message Reason Code 4841

The issuer uses this message reason code if one of the following occurred:

- The card acceptor continued to bill a cardholder for a recurring transaction, after receiving notification of cancellation from the cardholder or issuer.
- The issuer listed the cardholder's account information on the Recurring Payment Cancellation Service (RPCS).

#### Confirm that the Transaction is a Recurring Transaction.

This chargeback may be used if the issuer believes the transaction is a recurring transaction, although a value of 4 (Cardholder not present [standing order/recurring transactions]) is not present in DE 22 (Point of Service Data Code), subfield 5 (Cardholder Present Data).

A recurring transaction allows for continuous billing without a specified end date. The disputed transaction must be a recurring transaction and not installment billing.

Installment transactions involve a finite number of periodic payments with a specified end date.

Examples of recurring and installment payments include the following

- A cardholder contracted to pay USD 250 on a monthly basis for three years for an automobile. This transaction is an installment transaction because an end date is specified.
- A cardholder contracted to pay USD 25 on a monthly basis for membership in a health club. The contract specified that either the cardholder or the health club could cancel the contract with 30 days notice. This transaction would qualify as a recurring transaction because an end date is not specified.

**Chargeback Allowed if Issuer Cancels Recurring Billing.** The issuer can charge back a transaction under message reason code 4841 if it previously notified the card acceptor or acquirer to cancel the billing.

### 3.20.2 Specific Programs Using Message Reason Code 4841

**MasterCard Electronic Card.** Refer to section 1.22 MasterCard Electronic of this guide for chargeback processing procedures for a MasterCard Electronic card.

**World MasterCard Card T&E transactions.** Refer to section 1.6.1.1 U.S. Region World MasterCard T&E Interchange Rate Program of this guide for more information on additional chargeback requirements and limitations.



**Reason Code 75 Transaction Not Recognized****Overview - Reason Code 75**

Time Limit: 120 calendar days

The Cardholder does not recognize the Transaction and additional information beyond the data required in the Clearing Record is needed to determine Transaction validity.

ID#: 171009-171009-0007576

**Chargeback Conditions - Reason Code 75**

1. The Cardholder does not recognize the Transaction and additional information beyond the data required in the Clearing Record is needed to assist the Cardholder in identifying the Transaction.

ID#: 171009-171009-0007577

**Chargeback Rights and Limitations - Reason Code 75**

1. Minimum Chargeback amount:
  - a. For a U.S. Domestic T&E Transaction, US \$25 (*This only applies in the U.S. Region.*)
  - b. For a Canada Domestic T&E Transaction, CAD \$25 (*This only applies in the Canada Region.*)
  - c. For all other Canada Domestic Transactions, CAD \$10 (*This only applies in the Canada Region.*)
2. Issuer must retrieve a copy of the Transaction Receipt prior to exercising the Chargeback right unless the Transaction is one of the following:
  - a. Mail/Phone Order
  - b. Electronic Commerce Transaction
  - c. Recurring Transaction
  - d. Effective for Transactions completed on or after 15 April 2010, EMV PIN Transaction, excluding Manual Cash Disbursement and Quasi-Cash Transactions and requests for T&E Documents
  - e. e. U.S. Domestic Preauthorized Health Care Transaction (*This only applies in the U.S. Region.*)
3. For a U.S. Domestic Transaction, Issuer must make a good-faith effort to assist the Cardholder in identifying the Transaction and the Cardholder Account must be in good standing. (*This only applies in the U.S. Region.*)
4. If a Retrieval Request is required, Issuer must wait 30 calendar days from the Retrieval Request Processing Date to receive the Fulfillment or Nonfulfillment Message code prior to exercising the Chargeback right. The waiting period does not apply if a Fulfillment or Nonfulfillment Message is received.
5. For a U.S. Domestic Transaction Chargeback is valid, regardless of Electronic Commerce indicator value, for Electronic Commerce Transactions conducted by Merchants in the following Merchant categories: (*This only applies in the U.S. Region.*)



### 3.33 Message Reason Code 4863—Cardholder Does Not Recognize—Potential Fraud

The following sections describe the proper and improper use for message reason code 4863.

#### 3.33.1 Proper Use of Message Reason Code 4863

The issuer may use message reason code 4863 for all non-face-to-face (Card Not Present) transactions if:

- The cardholder claims that he or she does not recognize the transaction appearing on the cardholder statement, and
- The issuer made a good-faith effort to identify the transaction for the cardholder. (For example, the issuer confirmed that the cardholder contacted or attempted to contact the merchant for transaction identification.)
- Issuers must instruct their cardholder's to contact the merchant for more information before they initiate the chargeback.

#### 3.33.2 Improper Use of Message Reason Code 4863

The issuer may not use this message reason code in the following situations:

- Transactions posted to an account when the card was lost/stolen
- ATM Transactions
- Transactions that occurred at a cardholder-activated terminal (CAT) that were properly identified in the authorization messages and clearing records as CAT 1, CAT 2, or when properly identified in the clearing records as CAT 3.
- Properly identified "no-show" hotel or motel transactions. Refer to section 3.30.5.1 Proper Use for Issuer's First Chargeback for RS5 for options.
- Emergency cash disbursements or emergency travelers check refunds.
- Transaction posting to an account when the cardholder states that a transaction is unauthorized.
- If the card acceptor is Universal Cardholder Authentication Field (UCAF)-enabled, the issuer provided the UCAF for that transaction, all other e-commerce Authorization Request/0100 message requirements were satisfied, and the Authorization Request Response/0110 message reflected the issuer's approval of the transaction.
- **Addendum Disputes.** Issuers must not use this chargeback message reason code if the issuer is made aware that the disputed transaction is a subsequent separate addendum transaction that was appended to a previous valid transaction involving the same card acceptor. The issuer must process a chargeback for message reason code 4859 RS7 (Addendum Dispute) if the cardholder acknowledges participation in the original transaction.



**Reason Code 83 Fraud—Card-Absent Environment****Overview - Reason Code 83**

Time Limit: 120 calendar days

Cardholder did not authorize or participate in a Card-Absent Transaction or Transaction was processed with a Fictitious Account Number or no valid Card was outstanding bearing the Account Number on the Transaction Receipt.

ID#: 171009-171009-0007668

**Chargeback Conditions - Reason Code 83**

1. Cardholder did not authorize or participate in a Card-Absent Environment Transaction.
2. No valid Card was issued or outstanding that bears the Account Number used in a Card-Absent Environment, or a fraudulent Transaction was completed in a Card-Absent Environment using a Fictitious Account Number and no Authorization was obtained.

ID#: 171009-171009-0007669

**Chargeback Rights and Limitations - Reason Code 83**

1. Minimum Chargeback amount:
  - a. For a T&E Transaction, US \$25 or equivalent
  - b. For a Canada Domestic T&E Transaction, CAD \$25 (*This only applies in the Canada Region.*)
  - c. For all other Canada Domestic Transactions, CAD \$10 (*This only applies in the Canada Region.*)
2. Issuer must retrieve a copy of the Transaction Receipt prior to exercising the Chargeback right unless Transaction is one of the following:
  - a. Mail/Phone Order Transaction
  - b. Electronic Commerce Transaction
  - c. Recurring Transaction
  - d. For a U.S. Domestic Preauthorized Health Care Transaction (*This only applies in the U.S. Region.*)
  - e. For a U.S. Domestic Transaction where the Merchant city field of the Clearing Record of an Airline or passenger railway Transaction contains the words "ticket mailed" (*This only applies in the U.S. Region.*)
3. For Chargeback Condition 1, on or before the Chargeback Processing Date, the Issuer must complete all of the following:



## 3.18 Message Reason Code 4837—No Cardholder Authorization

The following sections provide information on the proper and improper use of message reason code 4837.

### 3.18.1 Proper Use of Message Reason Code 4837

The issuer may use message reason code 4837 if the cardholder states in writing that neither he, she, nor anyone authorized by him or her engaged in the transaction.

**SAFE.** The issuer must report the transaction to SAFE, in accordance with Chapter 1 of the *Complete SAFE Manual*.

**Non-Counterfeit CAT 2.** The issuer can use message reason code 4837 for non-counterfeit transactions occurring at a cardholder-activated terminal (CAT) that was properly identified as a CAT Level 2 in the authorization messages and clearing records.

- Before processing the chargeback, the issuer must block the account on its host and list the cardholder account number on the MasterCard Account File with a "capture card" response until card expiration.
- The cardholder letter alleging that the transaction is fraudulent also must state, or the issuer must otherwise certify by means of a separate document accompanying the cardholder letter, that the card was lost or stolen at the time of the transaction. A letter that indicates that the transaction resulted from Never Received Issue (NRI) fraud is considered to be lost or stolen if the letter or additional documentation accompanying the chargeback substantiates that the NRI card was the card used for the disputed transaction.

**Voided Cards.** The issuer also may charge back a transaction involving a once valid voided card with an issuer certification letter instead of a written cardholder complaint if

- The transaction was identified in the clearing record as a face-to-face transaction, and
- The issuer certifies in writing that the unexpired account number identified in the transaction record was not outstanding on the transaction date because the physical card was recovered, destroyed, or both.

**Accounts Closed for a Minimum of 60 Days.** Sometimes transactions can occur on a cardholder account number months after the account has been closed. In this case, rather than contacting the cardholder for another letter, the issuer can stand in for any fraudulent activity by providing a copy of the original cardholder letter and an issuer certification letter stating the following three conditions:

- The issuer or its agent did not authorize the transaction, as specified in the *Authorization System Manual*.
- The date of the disputed item was on or after the date the card was used fraudulently.



	Reason Code	Count	%
30	Services Not Provided/Merchandise Not Received	311	6.43%
41	Cancelled Recurring Transaction	409	8.45%
4801	Requested Transaction Dat Not Received	102	2.11%
4837	No Cardholder Authorization	924	19.09%
4841	Cancelled Recurring Transaction	246	5.08%
4853	Cardholder Dispute-Defective/Not As Described	44	0.91%
4855	Non-Receipt of Merchandise	149	3.08%
4860	Credit Not Processed	166	3.43%
4863	Cardholder Does Not Recognize-Potential Fraud	149	3.08%
53	Not As Described/Defective Merchandise	44	0.91%
75	Cardholder Does Not Recognize Transaction	625	12.92%
83	Fraudulent Transaction-Card Not Present	1253	25.89%
85	Credit Not Processed	404	8.35%
Other	Other	13	0.27%
<b>Total</b>		<b>4839</b>	

GPAY\_000736

ATTACHMENT L



Month	Sales		Refunds		Chargeback	
	Count	Amount	Count	Amount	Count	Amount
Aug-08	14,629	\$352,148.86	218	\$5,143.75	0	0
Sep-08	146,788	\$3,398,322.08	4,571	\$126,962.67	95	\$3,129.00
Oct-08	646,295	\$13,136,625.44	34,896	\$1,225,148.05	2,452	\$63,736.51
Nov-08	835,008	\$13,824,103.69	57,737	\$1,686,787.08	7,188	\$168,498.50
Dec-08	1,195,179	\$17,711,394.90	122,207	\$2,191,631.45	13,392	\$290,290.38
Jan-09	1,644,686	\$22,831,828.60	136,204	\$3,026,658.56	25,112	\$618,625.41
Feb-09	0	0	68,844	\$2,225,693.64	28,023	\$687,546.30
Mar-09	0	0	20,937	\$711,384.69	23,618	\$536,242.78
Apr-09	0	0	3,042	\$88,995.42	10,867	\$242,016.40
May-09	0	0	493	\$15,441.67	2,606	\$55,444.08
Jun-09	0	0	34	\$1,505.33	100	\$3,641.52
Jul-09	0	0	34	\$1,668.30	30	\$988.59
Aug-09	0	0	2	\$64.90	11	\$367.05
Sep-09	0	0	0	\$0.00	2	\$134.39
Oct-09	0	0	0	\$0.00	3	\$125.40
<b>Totals:</b>	<b>4,482,585</b>	<b>\$71,254,423.57</b>	<b>449,219</b>	<b>\$11,307,085.51</b>	<b>113,499</b>	<b>\$2,670,786.31</b>

Net Sales: \$59,947,338.06

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LITLE\_25FEB11\_000009



Reason	Chargebacks	Chargebacks
Sep-08 Visa	Count	%
0030 Services Not Provided or Merchandise Not Received	5	7.04%
0032 Copy request because original lost in transit	0	0.00%
0041 Cancelled Recurring Transaction	22	30.99%
0053 Not as Described or Defective Merchandise	2	2.82%
0075 Cardholder Does Not Recognize Transaction	25	35.21%
0082 Duplicate Processing	1	1.41%
0083 Fraudulent Transaction-Card Absent Environment	10	14.08%
0085 Credit Not Processed	6	8.45%
Total	71	100.00%

Reason	Chargebacks	Chargebacks
MC	Count	%
4837 No Cardholder Authorization	7	29.17%
4841 Canceled Recurring Transaction	5	20.83%
4860 Credit Not Processed	1	4.17%
4863 Cardholder Does Not Recognize-Potential Fraud	11	45.83%
6321 Cardholder does not recognize this transaction	0	0.00%
Total	24	100.00%

Reason	Chargebacks	Chargebacks
Oct-08 Visa	Count	%
0028 Request for copy bearing signature	0	0.00%
0030 Services Not Provided or Merchandise Not Received	64	4.10%
0032 Copy request because original lost in transit	0	0.00%
0033 Legal process or fraud analysis request	0	0.00%
0041 Cancelled Recurring Transaction	429	27.50%
0053 Not as Described or Defective Merchandise	16	1.03%
0075 Cardholder Does Not Recognize Transaction	657	42.12%
0080 Incorrect Transaction Amount or Account Number	1	0.06%
0082 Duplicate Processing	12	0.77%
0083 Fraudulent Transaction-Card Absent Environment	273	17.50%
0085 Credit Not Processed	108	6.92%
Total	1560	100.00%

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LITLE\_25FEB11\_000010



MC	Reason Code	Description	Chargebacks Count	Chargebacks %
	4808	Requested/Required Authorization Not Obtained	1	0.11%
	4834	Duplicate Processing	5	0.56%
	4837	No Cardholder Authorization	242	27.13%
	4841	Cancelled Recurring Transaction	207	23.21%
	4853	Cardholder Dispute-Defective/Not as Described	5	0.56%
	4855	Nonreceipt of Merchandise	25	2.80%
	4859	Services Not Rendered	8	0.90%
	4860	Credit Not Processed	12	1.35%
	4863	Cardholder Does Not Recognize-Potential Fraud	387	43.39%
	6321	Cardholder does not recognize this transaction	0	0.00%
	6323	Request for supporting documentation	0	0.00%
	6341	Fraud Investigation	0	0.00%
	6342	Potential chargeback or compliance documentation	0	0.00%
		Total	892	100.00%

Nov-08 Visa	Reason Code	Description	Chargebacks Count	Chargebacks %
	0028	Request for copy bearing signature	0	0.00%
	0030	Services Not Provided or Merchandise Not Received	167	3.82%
	0032	Copy request because original lost in transit	0	0.00%
	0033	Legal process or fraud analysis request	0	0.00%
	0041	Cancelled Recurring Transaction	1047	23.95%
	0053	Not as Described or Defective Merchandise	39	0.89%
	0072	No Authorization	2	0.05%
	0075	Cardholder Does Not Recognize Transaction	1727	39.51%
	0076	Incorrect Transaction Code	1	0.02%
	0080	Incorrect Transaction Amount or Account Number	5	0.11%
	0082	Duplicate Processing	27	0.62%
	0083	Fraudulent Transaction-Card Absent Environment	1070	24.48%
	0085	Credit Not Processed	286	6.54%
		Total	4371	100.00%



MC	Reason Code	Description	Chargebacks Count	Chargebacks %
	4801	Requested Transaction Data Not Received	2	0.07%
	4808	Requested/Required Authorization Not Obtained	7	0.25%
	4812	Account Number Not on File	1	0.04%
	4834	Duplicate Processing	2	0.07%
	4837	No Cardholder Authorization	981	34.80%
	4841	Canceled Recurring Transaction	620	21.99%
	4853	Cardholder Dispute-Defective/Not as Described	20	0.71%
	4855	Nonreceipt of Merchandise	50	1.77%
	4859	Services Not Rendered	23	0.82%
	4860	Credit Not Processed	56	1.99%
	4863	Cardholder Does Not Recognize-Potential Fraud	1057	37.50%
	6321	Cardholder does not recognize this transaction	0	0.00%
	6341	Fraud Investigation	0	0.00%
	6342	Potential chargeback or compliance documentation	0	0.00%
		Total	2819	100.00%

Dec-08 Visa	Reason Code	Description	Chargebacks Count	Chargebacks %
	0028	Request for copy bearing signature	0	0.00%
	0030	Services Not Provided or Merchandise Not Received	235	2.73%
	0032	Copy request because original lost in transit	0	0.00%
	0033	Legal process or fraud analysis request	0	0.00%
	0041	Cancelled Recurring Transaction	1891	21.93%
	0053	Not as Described or Defective Merchandise	62	0.72%
	0072	No Authorization	8	0.09%
	0075	Cardholder Does Not Recognize Transaction	2783	32.28%
	0079	Requested Transaction Information Not Received	2	0.02%
	0080	Incorrect Transaction Amount or Account Number	7	0.08%
	0082	Duplicate Processing	39	0.45%
	0083	Fraudulent Transaction-Card Absent Environment	3088	35.82%
	0085	Credit Not Processed	506	5.87%
		Total	8621	100.00%

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LITLE\_25FEB11\_000012



MC	Reason Code	Description	Chargebacks Count	Chargebacks %
	0000	Contact Little & Co for Definition	0	0.00%
	4801	Requested Transaction Data Not Received	12	0.25%
	4834	Duplicate Processing	7	0.15%
	4837	No Cardholder Authorization	2018	42.23%
	4841	Canceled Recurring Transaction	1113	23.29%
	4853	Cardholder Dispute-Defective/Not as Described	22	0.46%
	4855	Nonreceipt of Merchandise	108	2.26%
	4859	Services Not Rendered	21	0.44%
	4860	Credit Not Processed	65	1.36%
	4863	Cardholder Does Not Recognize-Potential Fraud	1413	29.57%
	6321	Cardholder does not recognize this transaction	0	0.00%
	6323	Request for supporting documentation	0	0.00%
	6341	Fraud Investigation	0	0.00%
	6342	Potential chargeback or compliance documentation	0	0.00%
		Total	4779	100.00%

Jan-09 Visa	Reason Code	Description	Chargebacks Count	Chargebacks %
	0028	Request for copy bearing signature	0	0.00%
	0030	Services Not Provided or Merchandise Not Received	499	3.04%
	0032	Copy request because original lost in transit	0	0.00%
	0033	Legal process or fraud analysis request	0	0.00%
	0041	Cancelled Recurring Transaction	3045	18.54%
	0053	Not as Described or Defective Merchandise	77	0.47%
	0072	No Authorization	1	0.01%
	0075	Cardholder Does Not Recognize Transaction	3691	22.48%
	0077	Non-Matching Account Number	1	0.01%
	0079	Requested Transaction Information Not Received	1	0.01%
	0080	Incorrect Transaction Amount or Account Number	6	0.04%
	0082	Duplicate Processing	58	0.35%
	0083	Fraudulent Transaction-Card Absent Environment	8224	50.08%
	0085	Credit Not Processed	819	4.99%
		Total	16422	100.00%

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LITLE\_25FEB11\_000013



Reason MC	Description	Chargebacks Count	Chargebacks %
4801	Requested Transaction Data Not Received	2	0.02%
4808	Requested/Required Authorization Not Obtained	7	0.08%
4834	Duplicate Processing	7	0.08%
4835	Card Not Valid or Expired	5	0.06%
4837	No Cardholder Authorization	4560	52.36%
4841	Canceled Recurring Transaction	1918	22.02%
4853	Cardholder Dispute-Defective/Not as Described	63	0.72%
4855	Nonreceipt of Merchandise	247	2.84%
4859	Services Not Rendered	17	0.20%
4860	Credit Not Processed	143	1.64%
4863	Cardholder Does Not Recognize-Potential Fraud	1740	19.98%
6321	Cardholder does not recognize this transaction	0	0.00%
6341	Fraud Investigation	0	0.00%
6342	Potential chargeback or compliance documentation	0	0.00%
Total		8709	100.00%

Reason Feb-09 Visa	Description	Chargebacks Count	Chargebacks %
0000	Contact Title & Co for Definition	0	0.00%
0028	Request for copy bearing signature	0	0.00%
0030	Services Not Provided or Merchandise Not Received	549	2.94%
0032	Copy request because original lost in transit	0	0.00%
0033	Legal process or fraud analysis request	0	0.00%
0041	Cancelled Recurring Transaction	2627	14.08%
0053	Not as Described or Defective Merchandise	73	0.39%
0060	Requested Copy Illegible or Invalid	1	0.01%
0075	Cardholder Does Not Recognize Transaction	3058	16.39%
0079	Requested Transaction Information Not Received	1	0.01%
0080	Incorrect Transaction Amount or Account Number	11	0.06%
0082	Duplicate Processing	57	0.31%
0083	Fraudulent Transaction-Card Absent Environment	11376	60.96%
0085	Credit Not Processed	907	4.86%
Total		18660	100.00%

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LITLE\_25FEB11\_000014



MC	Reason Code	Description	Chargebacks Count	Chargebacks %
	0000	Contact Litle & Co for Definition	0	0.00%
	4801	Requested Transaction Data Not Received	15	0.16%
	4831	Transaction Amount Differs	2	0.02%
	4834	Duplicate Processing	15	0.16%
	4837	No Cardholder Authorization	5802	61.89%
	4841	Canceled Recurring Transaction	1612	17.20%
	4853	Cardholder Dispute-Defective/Not as Described	46	0.49%
	4855	Nonreceipt of Merchandise	226	2.41%
	4859	Services Not Rendered	27	0.29%
	4860	Credit Not Processed	223	2.38%
	4863	Cardholder Does Not Recognize-Potential Fraud	1406	15.00%
	6305	Cardholder disputes dollar amount	0	0.00%
	6321	Cardholder does not recognize this transaction	0	0.00%
	6341	Fraud Investigation	0	0.00%
	6342	Potential chargeback or compliance documentation	0	0.00%
		Total	9374	100.00%

Mar-09 Visa	Reason Code	Description	Chargebacks Count	Chargebacks %
	0000	Contact Litle & Co for Definition	0	0.00%
	0028	Request for copy bearing signature	0	0.00%
	0030	Services Not Provided or Merchandise Not Received	318	1.99%
	0032	Copy request because original lost in transit	0	0.00%
	0033	Legal process or fraud analysis request	0	0.00%
	0041	Cancelled Recurring Transaction	1489	9.33%
	0053	Not as Described or Defective Merchandise	41	0.26%
	0072	No Authorization	3	0.02%
	0073	Expired Card	1	0.01%
	0075	Cardholder Does Not Recognize Transaction	2317	14.52%
	0079	Requested Transaction Information Not Received	27	0.17%
	0080	Incorrect Transaction Amount or Account Number	2	0.01%
	0082	Duplicate Processing	17	0.11%
	0083	Fraudulent Transaction-Card Absent Environment	10739	67.32%
	0085	Credit Not Processed	998	6.26%
	0093	Risk Identification Service	1	0.01%
		Total	15953	100.00%

ATTACHMENT M - p. 7

LITLE\_25FEB11\_000015



MC	Reason Code	Description	Chargebacks Count	Chargebacks %
	4801	Requested Transaction Data Not Received	183	2.38%
	4834	Duplicate Processing	5	0.07%
	4837	No Cardholder Authorization	5393	70.25%
	4840	Fraudulent Processing of Transactions	1	0.01%
	4841	Canceled Recurring Transaction	1029	13.40%
	4853	Cardholder Dispute-Defective/Not as Described	33	0.43%
	4855	Nonreceipt of Merchandise	166	2.16%
	4859	Services Not Rendered	22	0.29%
	4860	Credit Not Processed	216	2.81%
	4863	Cardholder Does Not Recognize-Potential Fraud	629	8.19%
	6321	Cardholder does not recognize this transaction	0	0.00%
	6341	Fraud Investigation	0	0.00%
	6342	Potential chargeback or compliance documentation	0	0.00%
		Total	7677	100.00%

Apr-09 Visa	Reason Code	Description	Chargebacks Count	Chargebacks %
	0028	Request for copy bearing signature	0	0.00%
	0030	Services Not Provided or Merchandise Not Received	174	2.53%
	0032	Copy request because original lost in transit	0	0.00%
	0033	Legal process or fraud analysis request	0	0.00%
	0041	Cancelled Recurring Transaction	643	9.34%
	0053	Not as Described or Defective Merchandise	23	0.33%
	0075	Cardholder Does Not Recognize Transaction	1139	16.54%
	0079	Requested Transaction Information Not Received	4	0.06%
	0082	Duplicate Processing	2	0.03%
	0083	Fraudulent Transaction-Card Absent Environment	4512	65.52%
	0085	Credit Not Processed	388	5.63%
	0086	Paid by Other Means	1	0.01%
		Total	6886	100.00%

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LITLE\_25FEB11\_000016



MC	Reason Code	Description	Chargebacks Count	Chargebacks %
	4801	Requested Transaction Data Not Received	201	5.04%
	4831	Transaction Amount Differs	1	0.03%
	4834	Duplicate Processing	2	0.05%
	4835	Card Not Valid or Expired	1	0.03%
	4837	No Cardholder Authorization	2857	71.68%
	4841	Canceled Recurring Transaction	432	10.84%
	4853	Cardholder Dispute-Defective/Not as Described	12	0.30%
	4855	Nonreceipt of Merchandise	73	1.83%
	4859	Services Not Rendered	8	0.20%
	4860	Credit Not Processed	118	2.96%
	4863	Cardholder Does Not Recognize-Potential Fraud	281	7.05%
	6321	Cardholder does not recognize this transaction	0	0.00%
	6341	Fraud Investigation	0	0.00%
	6342	Potential chargeback or compliance documentation	0	0.00%
		Total	3986	100.00%

May-09 Visa	Reason Code	Description	Chargebacks Count	Chargebacks %
	0028	Request for copy bearing signature	0	0.00%
	0030	Services Not Provided or Merchandise Not Received	67	4.23%
	0032	Copy request because original lost in transit	0	0.00%
	0033	Legal process or fraud analysis request	0	0.00%
	0041	Cancelled Recurring Transaction	108	6.81%
	0053	Not as Described or Defective Merchandise	5	0.32%
	0075	Cardholder Does Not Recognize Transaction	308	19.43%
	0079	Requested Transaction Information Not Received	2	0.13%
	0082	Duplicate Processing	4	0.25%
	0083	Fraudulent Transaction-Card Absent Environment	992	62.59%
	0085	Credit Not Processed	99	6.25%
		Total	1585	100.00%

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LITLE\_25FEB11\_000017



MC	Reason Code	Description	Chargebacks	
			Count	%
	4801	Requested Transaction Data Not Received	77	7.53%
	4834	Duplicate Processing	3	0.29%
	4837	No Cardholder Authorization	693	67.81%
	4840	Fraudulent Processing of Transactions	1	0.10%
	4841	Canceled Recurring Transaction	91	8.90%
	4853	Cardholder Dispute-Defective/Not as Described	2	0.20%
	4855	Nonreceipt of Merchandise	25	2.45%
	4859	Services Not Rendered	8	0.78%
	4860	Credit Not Processed	25	2.45%
	4863	Cardholder Does Not Recognize-Potential Fraud	97	9.49%
	6321	Cardholder does not recognize this transaction	0	0.00%
	6341	Fraud Investigation	0	0.00%
	6342	Potential chargeback or compliance documentation	0	0.00%
		Total	1022	100.00%

Jun-09 Visa	Reason Code	Description	Chargebacks	
			Count	%
	0028	Request for copy bearing signature	0	0.00%
	0030	Services Not Provided or Merchandise Not Received	7	15.22%
	0032	Copy request because original lost in transit	0	0.00%
	0033	Legal process or fraud analysis request	0	0.00%
	0034	Repeat request for copy (or Legal process request)	0	0.00%
	0041	Cancelled Recurring Transaction	4	8.70%
	0053	Not as Described or Defective Merchandise	2	4.35%
	0075	Cardholder Does Not Recognize Transaction	8	17.39%
	0083	Fraudulent Transaction-Card Absent Environment	4	8.70%
	0085	Credit Not Processed	21	45.65%
		Total	46	100.00%

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LITLE\_25FEB11\_000018



Reason MC	Description	Chargebacks Count	Chargebacks %
4801	Requested Transaction Data Not Received	15	27.78%
4837	No Cardholder Authorization	9	16.67%
4841	Canceled Recurring Transaction	3	5.56%
4855	Nonreceipt of Merchandise	6	11.11%
4859	Services Not Rendered	7	12.96%
4860	Credit Not Processed	12	22.22%
4863	Cardholder Does Not Recognize-Potential Fraud	2	3.70%
6321	Cardholder does not recognize this transaction	0	0.00%
6341	Fraud Investigation	0	0.00%
6342	Potential chargeback or compliance documentation	0	0.00%
	Total	54	100.00%

Reason Jul-09 Visa	Description	Chargebacks Count	Chargebacks %
0028	Request for copy bearing signature	0	0.00%
0030	Services Not Provided or Merchandise Not Received	3	15.00%
0032	Copy request because original lost in transit	0	0.00%
0033	Legal process or fraud analysis request	0	0.00%
0053	Not as Described or Defective Merchandise	1	5.00%
0083	Fraudulent Transaction-Card Absent Environment	4	20.00%
0085	Credit Not Processed	12	60.00%
	Total	20	100.00%

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LITLE\_25FEB11\_000019



MC	Reason Code	Description	Chargebacks Count	Chargebacks %
	4837	No Cardholder Authorization	6	60.00%
	4841	Canceled Recurring Transaction	1	10.00%
	4855	Nonreceipt of Merchandise	1	10.00%
	4859	Services Not Rendered	1	10.00%
	4860	Credit Not Processed	1	10.00%
	6321	Cardholder does not recognize this transaction	0	0.00%
	6341	Fraud Investigation	0	0.00%
	6342	Potential chargeback or compliance documentation	0	0.00%
		<b>Total</b>	<b>10</b>	<b>100.00%</b>

Aug-09 Visa	Reason Code	Description	Chargebacks Count	Chargebacks %
	0028	Request for copy bearing signature	0	0.00%
	0030	Services Not Provided or Merchandise Not Received	4	36.36%
	0041	Cancelled Recurring Transaction	4	36.36%
	0083	Fraudulent Transaction-Card Absent Environment	1	9.09%
	0085	Credit Not Processed	2	18.18%
		<b>Total</b>	<b>11</b>	<b>100.00%</b>

MC	Reason Code	Description	Chargebacks Count	Chargebacks %
	6321	Cardholder does not recognize this transaction	0	0.00%
	6341	Fraud Investigation	0	0.00%
		<b>Total</b>	<b>0</b>	<b>0.00%</b>

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LITLE\_25FEB11\_000020



Reason	Chargebacks	Chargebacks
Code	Count	%
Sep-09 Visa		
0030 Cardholder request due to dispute	0	0.00%
0033 Legal process or fraud analysis request	0	0.00%
Total	0	0.00%

Reason	Chargebacks	Chargebacks
Code	Count	%
MC		
4855 Nonreceipt of Merchandise	2	100.00%
6321 Cardholder does not recognize this transaction	0	0.00%
Total	2	100.00%

Reason	Chargebacks	Chargebacks
Code	Count	%
Oct-09 Visa		
0028 Request for copy bearing signature	0	0.00%
0075 Cardholder Does Not Recognize Transaction	1	50.00%
0085 Credit Not Processed	1	50.00%
Total	2	100.00%

Reason	Chargebacks	Chargebacks
Code	Count	%
MC		
4860 Credit Not Processed	1	100.00%
6321 Cardholder does not recognize this transaction	0	0.00%
Total	1	100.00%

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LITTLE\_25FEB11\_000021



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**CB&T**  
CONCRETE BUILT TO LAST







05/20/2009 08:10 5554  
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 May 14 2009 12:50PM Staples

MERCHANTESOLUTIONS  
 FAX No. 1 509 921 8004

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2085428248

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**Card Association Disclosure**

**Member Bank (Acquirer) Information**

Acquirer Name: Columbus Bank and Trust  
 Acquirer Address: 1125 1<sup>st</sup> Avenue, Columbus GA 31901  
 Acquirer Phone: [REDACTED]

**Important Member Bank (Acquirer) Responsibilities**

1. A Visa Member is the **only** entity approved to extend acceptance of Visa products directly to a Merchant.
2. A Visa Member must be a principal (signor) to the Merchant Agreement.
3. The Visa Member is responsible for educating merchants on pertinent Visa Operating Regulations with which Merchants must comply.
4. The Visa Member is responsible for and must provide settlement funds to the Merchant.
5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.

**Merchant Information**

Merchant Name: JDW Media, LLC  
 Merchant Address: 2184 Channing Way #222 Idaho Falls, ID 83401  
 Merchant Phone: 585-583-5250

**Important Merchant Responsibilities**

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with the Card Association Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

*Peter W. Grayer*  
 Merchant's Signature

5/14/09  
 Date

Peter Grayer  
 Merchant's Printed Name and Title Manager

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 VISA 00369

ATTACHMENT N - p. 3



06/30/2009 08:10 5554  
JUN/30/2009/TUE 08:11 AM Merchant e-solutions

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## Patriot Act Notification

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or business who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license and/or other identifying documents.

### 1. Business Identification

MINIMUM OF ONE BOX MUST BE CHECKED AND COMPLETED, AND SUPPORTING DOCUMENTATION MUST BE PROVIDED

- ☐ Government Issued Business License  
Identification Number \_\_\_\_\_ Place of Issuance \_\_\_\_\_ Date of Issuance \_\_\_\_\_ Expiration Date \_\_\_\_\_
- ☐ Tax Return  
I.R.S. Employer Identification Number \_\_\_\_\_ Type of Taxes Filed \_\_\_\_\_ Place of Issuance \_\_\_\_\_ Date Filed \_\_\_\_\_
- ☐ Corporate Resolution  
Place of Issuance \_\_\_\_\_ Date Filed \_\_\_\_\_
- ☒ Articles of Incorporation  
Place of Issuance Idaho Articles of Incorporation File Date March 31, 2009
- ☐ Partnership Agreement  
Name of Who Executed Partnership Agreement \_\_\_\_\_ Place of Issuance \_\_\_\_\_ Date of Agreement \_\_\_\_\_
- ☐ Business Financial Statements  
Type \_\_\_\_\_ Balance Sheet \_\_\_\_\_ Income Statement \_\_\_\_\_ Statement of Cash Flows \_\_\_\_\_ Date \_\_\_\_\_ Place of Issuance \_\_\_\_\_

### 2. Personal Identification

MINIMUM OF ONE BOX MUST BE CHECKED AND COMPLETED, AND SUPPORTING DOCUMENTATION MUST BE PROVIDED

- ☒ Driver's License  
☐ Passport  
☐ Mexican Consulate ID\*  
☐ Military ID\*  
☐ Resident Alien ID\*

Number on ID \_\_\_\_\_ Date of Expiration 7/10/2010

\*If option is selected, the following card information is required:

Type of Card \_\_\_\_\_ Name of Card Issuer \_\_\_\_\_ First 4 Digits of Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

### 3. Signatures

JDMV Media, LLC  
Merchant BEA Name

Peter Gray  
Merchant Signature\*\*  
Printed Name and Title of Merchant Signer Peter Gray Manager 5/14/09  
Date

Merchant Services Representative Signature\*\*  
Printed Name of Merchant Services Representative \_\_\_\_\_ Date \_\_\_\_\_

\*\*BY SIGNING ABOVE, YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE INFORMATION LISTED HEREIN IS TRUE AND CORRECT AND WAS PERSONALLY OBSERVED ON THE INDICATED DOCUMENTS.

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VISA 00370

ATTACHMENT N - p. 4



2085426249



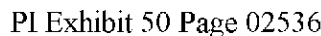
**Continued**

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Auto Switch Close	HR:	<input type="checkbox"/> Low Voltage Protect On	<input type="checkbox"/> Manual Control On	<input type="checkbox"/> Recirculation Protect On	<input type="checkbox"/> HR:
Reprint Performance & Daily		<input type="checkbox"/> Low Voltage Protect On	<input type="checkbox"/> Manual Control On	<input type="checkbox"/> Recirculation Protect On	<input type="checkbox"/> AM <input type="checkbox"/> PM
Receipt Header Line 1:		<input type="checkbox"/> Low Voltage Protect On	<input type="checkbox"/> Manual Control On	<input type="checkbox"/> Recirculation Protect On	<input type="checkbox"/> The Question On
Receipt Header Line 2:		<input type="checkbox"/> Low Voltage Protect On	<input type="checkbox"/> Manual Control On	<input type="checkbox"/> Recirculation Protect On	<input type="checkbox"/> Clock Enabled
Receipt Footer:		<input type="checkbox"/> Low Voltage Protect On	<input type="checkbox"/> Manual Control On	<input type="checkbox"/> Recirculation Protect On	

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PI Exhibit 50 Page 02535







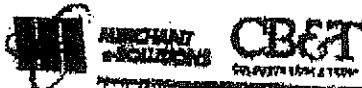
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May 14 2009 12:50PM Staples

MERCHANTESOLUTIONS  
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**Card Association Disclosures**

**Member Bank (Acquirer) Information**

Acquirer Name: Columbus Bank and Trust

Acquirer Address:

Acquirer Phone:

**Important Member Bank (Acquirer) Responsibilities**

1. A Visa Member is the **only entity** approved to extend acceptance of Visa products directly to a Merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement.
3. The Visa Member is responsible for educating merchants on pertinent Visa Operating Regulations with which Merchants must comply.
4. The Visa Member is responsible for and must provide settlement funds to the Merchant.
5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.

**Merchant Information**

Merchant Name: JOW Media, LLC

Merchant Address: 2184 Channing Way #322 Kapa Hala, HI 93400

Merchant Phone: 888-888-5250

**Important Merchant Responsibilities**

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with the Card Association Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

*Peter W. Graver*  
Merchant's Signature

5/14/09  
Date

Peter Graver

Merchant's Printed Name and Title

Manager

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VISA 00373

ATTACHMENT N - p. 7



05/30/2009 08:10 5564  
JUN/30/2009/TUE 08:11 AM Merchant e-solutionsMERCHANTESOLUTIONS  
FAX No. 1 509 921 6004PAGE 03  
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May 14 2009 12:50PM Staples

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**Patriot Act Notification**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or business who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license and/or other identifying documents.

**1. Business Identification**

MINIMUM OF ONE BOX MUST BE CHECKED AND COMPLETED, AND SUPPORTING DOCUMENTATION MUST BE PROVIDED

- ☐ Government issued Business License  
Identification Number \_\_\_\_\_ Place of Issuance \_\_\_\_\_ Date of Issuance \_\_\_\_\_ Expiration Date \_\_\_\_\_
- ☐ Tax Return  
U.S. Employer Identification Number \_\_\_\_\_ Type of Taxes Filed \_\_\_\_\_ Place of Issuance \_\_\_\_\_ Date Filed \_\_\_\_\_
- ☐ Corporate Resolution  
Place of Issuance \_\_\_\_\_ Date Filed \_\_\_\_\_
- ☒ Articles of Incorporation  
Place of Issuance Idaho Articles of Incorporation File Date March 31, 2009
- ☐ Partnership Agreement  
Name of Who Executed Partnership Agreement \_\_\_\_\_ Place of Issuance \_\_\_\_\_ Date of Agreement \_\_\_\_\_
- ☐ Business Financial Statements  
Type: Balance Sheet Income Statement Statement of Cash Flows Date \_\_\_\_\_ Place of Issuance \_\_\_\_\_

**2. Personal Identification**

MINIMUM OF ONE BOX MUST BE CHECKED AND COMPLETED, AND SUPPORTING DOCUMENTATION MUST BE PROVIDED

- ☒ Driver's License  
☐ Passport  
☐ Mexican Consulate ID  
☐ Military ID  
☐ Resident Alien ID
- Number on ID: [REDACTED] Date of Expiration 7/10/2010
- If option is selected:
- Type of Card \_\_\_\_\_ Name of Card Issuer \_\_\_\_\_ First 4 Digits of Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

**3. Signatures**JDVF Media, LLC  
Merchant/ESA Name

Merchant Signature\*\*

Peter Graver  
Printed Name and Title of Merchant Signer5/14/09  
Date

Merchant Services Representative Signature\*\*

Printed Name of Merchant Services Representative

Date

\*\*BY SIGNING ABOVE, YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE INFORMATION LISTED HEREIN IS TRUE AND CORRECT AND WAS PERSONALLY OBSERVED ON THE INDICATED DOCUMENTS.

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VISA 00374

ATTACHMENT N - p. 8





Type of Account (Check one):  
☐ Direct Account  
☐ Agent Bank Account  
☐ Bank Referral, new relationship

Control Number  
**11057014**

Name of Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

### Merchant Application

Merchant's DBA Name/Outlet Name: <b>Dazzlewhitemax</b>		Merchant's Legal Name: <b>JDW Media LLC</b>	
Physical Street Address (No P.O. Box): <b>2184 Channing Way #322</b>		Legal Address:	
City, State, Zip: <b>Idaho Falls, ID, 83406</b>		City, State, Zip:	
DBA Phone: <b>780-906-0871</b>		Corp. Phone:	
Contact Name at this Address: <b>Mike Stef</b>		Contact Name at this Address:	
E-mail: <b>mstef@live.ca</b>		E-mail:	
Customer Service Phone # (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants): <b>www.dazzlewhitemax.com</b>	
Type of Ownership: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc. <input type="checkbox"/> Corporation <input type="checkbox"/> Tax Exempt Org. (501(c)3) <input type="checkbox"/> Other			
Type of Goods or Services Sold: <b>Health Products</b>		Market Types: <input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Mkt <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> MOTO <input type="checkbox"/> Auto/Mental <input type="checkbox"/> P-Card <input type="checkbox"/> Cash Adv. <input checked="" type="checkbox"/> E-commerce <input type="checkbox"/> Other	
Years in business under current ownership: <b>6 mo.</b>		Sales Profile (Annual % of Sales) Card Swiped: _____ % Manually Keyed with Imprint: _____ % Mail Order/Telephone/Internet: <b>100</b> % Total: <b>100</b> %	
Federal Tax ID # <b>6999</b>		Does merchant accept transactions before the customer receives product or service? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Do you currently accept Visa/Discover Card/Discount? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		How long does customer wait before product is received? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <b>3-4 days</b>	
% of sales in this category? <b>100%</b>		Duration of extended service or bagged (in weeks): <b>1</b>	
% of cost that is prepayment: <b>100%</b>		Does merchant offer warranties, dues, subscriptions, memberships, or other extended services? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Annual Visa/Discover Sales: \$ <b>36,000,000.00</b>		Average Ticket: \$ <b>59.00</b>	
Total Visa/Discover Sales (multiple locations only):			
HSB Bank USA, National Association Merchant Support Group, P.O. Box 3253 Buffalo, New York 14240 716-841-6360			
Important Member Bank Responsibilities		Important Merchant Responsibilities	
1. A Visa Member is the only entity approved to send acceptance of Visa products directly to a merchant. 2. A Visa Member must be a principal (signer) in the Merchant Agreement. 3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. 4. The Visa Member is responsible for and must provide settlement funds to the Merchant. 5. The Visa Member is responsible for all funds held in reserves that are derived from settlement.		1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargeback below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa Operating Regulations. The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands these specific responsibilities.	

For questions regarding Card Services, contact  
 or call 1-888-327-2880

ECS, Inc., attn: Customer Service, 39052 Avenida, Rancho Santa Margarita, CA 92688

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and for notice.

Merchant Initials: **PWG**  
 Rev. 04/03-ECS

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 VISA 00375

ATTACHMENT N - p. 9



I/We hereby guarantee to Global Direct and Member, their successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below): Peter W. Graver Name (printed): Peter W. Graver  
 Signature of Guarantor (please sign below): \_\_\_\_\_ Name (printed): \_\_\_\_\_  
 Signature of Witness (please sign below): \_\_\_\_\_ Name (printed): \_\_\_\_\_

Name: Peter Graver Title: Manager  
 Home Address: 3147 Honey Run Dr. City: York State: PA Zip Code: 17408 Years There: 17 Own? Yes  
 Former Address (if less than 1 year at current address): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Years There: \_\_\_\_\_ Own? Yes

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_ Home Phone #: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Years There: \_\_\_\_\_ Own? Yes  
 Former Address (if less than 1 year at current address): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Years There: \_\_\_\_\_ Own? Yes

Business Information: Business Residence Other: Internet  
 Bank 1: Bank of America Bank 2: Bank of America Bank 3: Bank of America  
 Merchant Location: ☐ Retail Location with Store Front ☐ Office Building ☐ Other: Internet  
 Surrounding Area: ☐ Commercial ☐ Industrial ☐ Residential ☐ Other: Internet  
 Does the amount of inventory with merchant exceed \$10,000? ☒ Yes ☐ No  
 If no, explain: \_\_\_\_\_  
 Does the Merchant use Fulfillment House? ☐ Yes ☒ No If yes, was the Fulfillment House inspected? ☐ Yes ☐ No  
 The Merchant ☒ Owns ☐ Leases the business premises  
 Further comments by Inspector (must complete): \_\_\_\_\_  
 I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.  
 Verified and Inspected by (print name): \_\_\_\_\_  
 Representative Name: X Representative Signature: X Date: \_\_\_\_\_  
 Sales Rep Name: \_\_\_\_\_ Sales Rep Code: \_\_\_\_\_ Sales Rep Phone Number: \_\_\_\_\_ Sales Rep e-mail Address: \_\_\_\_\_

By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the entity indicated above to accept the American Express Card, the terms and conditions for American Express' Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions.

Merchant's signature: Peter W. Graver Name (printed): Peter W. Graver Title: Manager Date: 6-18-09

Merchant's Initials: PWG  
 Rev. 04/08 - 02-130

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VISA 00376

ATTACHMENT N - p. 10



Global Payments Terminal Applications					
Process method: <input type="checkbox"/> EDC <input type="checkbox"/> Touchtone <input type="checkbox"/> Paper		Individual Pricing		Combination Pricing	
Item	Quantity	Amount	# Payments	Amount	# Payments
Terminal		\$		\$	
Printer		\$		\$	
Check Reader		\$		\$	
PIN Pad		\$		\$	

Platform: ☐ Best ☐ Central

Imprinter: ☐ Own ☐ Purchase

Purchase Price per Unit: \_\_\_\_\_

Purchase Quantity - Standard: \_\_\_\_\_

Purchase Quantity - Handheld: \_\_\_\_\_

Total Regular Plates Needed: \_\_\_\_\_

Total Atlas Plates Needed: \_\_\_\_\_

Total Plastic Cards Needed: \_\_\_\_\_

Global to schedule download? ☐ YES ☐ NO

Global to train? ☐ YES ☐ NO

☐ Own / Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type: NMI Gateway

Printer Type: \_\_\_\_\_

Check Reader: \_\_\_\_\_

Terminal Application / PO Software Type: \_\_\_\_\_

Primary Third Party: \_\_\_\_\_

Secondary Third Party: \_\_\_\_\_

Number of TIDs: \_\_\_\_\_ Product: \_\_\_\_\_

Term type: \_\_\_\_\_ Third Party Settlement: ☐ Terminal ☐ Host

Global PO Software: ☐ Own ☐ Purchase

If purchase, price: \$ \_\_\_\_\_ # of payments: \_\_\_\_\_

**Section 2: Global Payments Terminal Applications**

1. Are you going to use a POS terminal, software, or gateway application from Global Payments? ☐ Yes ☒ No  
(If Yes, go to Question #4 & select "No". If No, go to Question #2.)

2. Are you using a "drop-in" terminal? ☐ Yes ☒ No  
(If Yes, go to Question #4 & select "No". If No, go to question #3.)

3. a) What third party software company/vendor did you purchase your POS Application from? \_\_\_\_\_  
b) What is the name of the third party software? \_\_\_\_\_ Version: #7  
c) Do your transactions process through any other third parties, web hosting companies or gateways? ☒ Yes ☐ No  
If yes, who is it? NMI Gateway  
(Please continue to Question #4)

4. a) Do you or your vendor receive, pass, transmit or store the full cardholder number, electronically? ☐ Yes ☒ No  
b) If yes, where is card data stored? ☐ Merchant ☐ Third Party Only ☐ Both Merchant & Third Party ☐ GAA Export Only  
b1) Are you or your vendor PCI/DSS (Payment Card Industry Data Security Standard) compliant? ☐ Yes ☐ No  
b2) What is the name of your Qualified Security Assessor? \_\_\_\_\_  
b3) Date of compliance: \_\_\_\_\_ Date of last scan: \_\_\_\_\_

5. Have you ever experienced an account data compromise? ☐ Yes ☐ No If yes, when? \_\_\_\_\_

\*\*\*\* Card Association requirements dictate it is prohibited to store track data in any circumstance. Further, it is recommended that no merchant or merchant's third party vendor store cardholder data. If you or your vendor store data, you or your vendor are required to be PCI DSS compliant. Failure to adhere to these requirements may result in fines or loss of card acceptance. \*\*\*\*

Merchant billable

Rev. 04/09-SEC5

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ATTACHMENT N - p. 11



# ZIONS BANK

Snow Canyon Office

March 31, 2009

Zions First National Bank

1930 West Sunset Blvd.

St. George, Utah 84770

(801) 672-9662

BANK (801) 672-9663

JDW Media LLC  
2184 Channing Way #322  
Idaho Falls, ID 83406

Dear Mr. Peter Grayer

Welcome to Zions Bank.

I would like to take this opportunity to thank you for choosing us to help you meet your financial needs. Our staff will constantly strive to earn your continued confidence.

As a new client and/or account, you will find that we take great pride in providing high quality services as well as a complete line of financial services to meet your individual or business needs.

Your account has been opened at the branch shown below. To facilitate your activity with this account, we have included your account number and some other important information below. The account is set up to receive and send wire transfers, ACH transactions, and standard deposits and withdrawals.

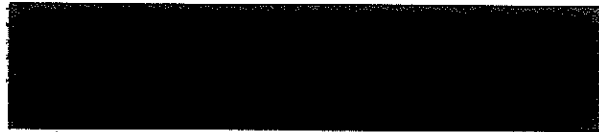
**Bank Information:**

Zions Bank

Snow Canyon Branch 0554

1930 W Sunset Blvd

St George, UT 84770



Again, thank you for selecting us. Please feel free to contact me directly if you have any questions regarding your new account or any other services we can assist you with.

Sincerely,

Aimee Orton

Customer Service Manager

Snow Canyon Branch 0554

A subsidiary of Zions Bancorporation

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VISA 00378

ATTACHMENT N - p. 12



## Jesse Willms

### Bio

Jesse Willms has been in the free trial continuity space for over 3 years now, he initially started with a weight loss tea as a free trial, however now Mr. Willms has diversified into several products, including Tea, Acai, Resveratrol, and Teeth Whiteners. His programs work where the consumer initially pays for shipping, then if he or she decides to keep the product; they get billed \$59.95 a month for every month they keep the product and receive a new supply monthly. Jesse has taken many steps to improve product quality over the years. Initially he just shipped the product, now Mr. Willms and his company ship booklets, pamphlets and provide the consumer an online membership to help them with their weight loss etc. Also, Jesse has implemented a structure where every customer who orders is immediately called to ensure they did order the product and to tell them how "Just Think Media" can't wait to hear how successful they are. Mr. Willms has also, over the years, taken many steps to reduce refunds and charge backs, and increase customer retention.

Document attached > Chargeback Mitigation Plan

Document attached > JustThinkMedia – Company Profile

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ATTACHMENT N - p. 13



## Just Think – Chargeback Strategy

### Chargeback Strategy

Below, I have outlined the following steps we have taken to really reduce charge backs in the last year:

#### Confirmation calls:

Every time a customer buys any of our products, our agent calls them to briefly discuss how the program works, how well it has worked with our 1000's of other customers, and how we can't wait to hear their success story. The key here is that this 2 minute customer call improves retention drastically, and significantly decreases refunds and charge backs. Overall it has been a hugely profitable move for our company in the last 3 months. Probably the single biggest reason charge backs have gone down.

#### GC History (our call center)

Another tool that we are currently using to lower charge back risk includes the removal of lower performing call centers and introducing top performing partners.. Today, ninety five percent of our call volume now goes to GC services, which has been ranked one of the United States top best call centers by *Customer Interaction Solutions Magazine* since 1997. GC services has been in business since 1957, and our three team managers on the floor have over 70 years of combined call center experience.

#### New changes to our scripts

This change, four months ago, was very a beneficial introduction to our company as a means to reduce charge backs and increase customer service quality. Some of the new changes that have come out from this partnership include the implementation of a new script specifically designed to improve customer service, reduce refunds and to specifically deal with customer escalation of disputes. A customer can, and will, receive a refund if they specifically dispute the charge. This approach has helped us keep chargeback's to a minimum and greatly improve customer satisfaction.

#### New program to trace charge back calls

Also, we have implemented a new program in which we can trace a call from a charge back customer to a specific agent, this allows us to learn from the call and see what triggered the charge back in the first place. This knowledge allows us to make changes to our protocol and scripting to better deal with these issues, along with an excellent Quality Control team to enforce them. Furthermore, this information is used to implement changes to our offers on the front-end.

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ATTACHMENT N - p. 14



### **Just Think – Chargeback Strategy**

**Terms and conditions of each offer are clearly presented.**

Considerable additional effort and emphasis has been placed on ensuring that terms and conditions of each offer are presented in a manner that is clear and conspicuous to the customer to avoid unnecessary confusion. By making our customers more aware of the continuity portion of each offer, we reduce the associated risks and problems that arise from such billings.

**Newly reduced price points.**

Price points have been reduced by as much as 50% to more acceptable levels. Customers are therefore happier and more comfortable with their continuity programs. As a result, significant improvements have been noticed in customer retention as well as lower cancellations and chargeback's.

**Improved fraud protection.**

New algorithms have been put into place to help analyze incoming sales and flag all sales which could potentially be initiated through fraud. Furthermore, CPA network partnerships have been refined to only the top tier providers with proven, low fraud track records.

We have taken many additional steps to reduce CBs in addition to this, but I have really hit on the main points here. I look forward to hearing back from you, I am also happy to answer any questions you may have.

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VISA 00381**

**ATTACHMENT N - p. 15**



---

**From:** james.g.feldmann@us.hsbc.com  
**Sent:** Thursday, September 03, 2009 8:00 AM  
**To:** Vance, Jennifer  
**Subject:** RE: DAZZLE WHITE MAX  
**Attachments:** Dazzle White Max - Merchant Application.doc

Jennifer,  
Try this one  
Jim

**From:** "Vance, Jennifer" <jvance@visa.com>  
**To:** James G Feldmann/HBUS/HSBC@HSBC02  
**Date:** 09/02/2009 05:06 PM  
**Subject:** RE: DAZZLE WHITE MAX

---

Jim,

The attached file is blank, please resend.

Jennifer

---

**From:** james.g.feldmann@us.hsbc.com [<mailto:james.g.feldmann@us.hsbc.com>]  
**Sent:** Wednesday, September 02, 2009 8:25 AM  
**To:** Vance, Jennifer  
**Subject:** Re: DAZZLE WHITE MAX

Jennifer,  
There were 2 other accounts under this principal ( Ultimate Pure Lift 8788660002535 & Ultimate Pure Cleanse 8788660002536). Both of those accounts are inactive.  
Password to follow  
Jim

**James G Feldmann**  
Assistant Vice President | HSBC Bank USA  
Merchant Services 20th Floor  
One HSBC Center, Buffalo, NY 14203

---

Phone. 716-841-0576  
Fax. 716-841-8363  
Email. [james.g.feldmann@us.hsbc.com](mailto:james.g.feldmann@us.hsbc.com)

---



From: "Vance, Jennifer" <jvance@visa.com>  
To: James G Feldmann/HBUS/HSBC@HSBC02  
Date: 09/01/2009 05:09 PM  
Subject: DAZZLE WHITE MAX

Jim,

Please provide the application for DAZZLE WHITE MAX, also please provide a list of any additional descriptors the merchant is using.

Jennifer Vance / Sr. Risk Analyst / Visa / Acceptance Risk / 650.432.4180 / fax 650.554.6804

The information contained in this email message may be privileged, confidential, and protected from disclosure. If you are not the intended recipient, any distribution, or copying is strictly prohibited. If you think you have received this email message in error, please email the sender at: [jvance@visa.com](mailto:jvance@visa.com)

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**This message originated from the Internet. Its originator may or may not be who they claim to be and the information contained in the message and any attachments may or may not be accurate.**  
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Type of Account (Check one):  
☐ Direct Account  
☐ Agent Bank Account  
☐ Bank Referral, new relationship

Control Number  
 10210124

Name of Bank

Branch

### Merchant Application

Merchant's DBA Name/Outlet Name: <b>Dazzlewhitemax</b>		Merchant's Legal Name: <b>JDW Media LLC</b>	
Physical Street Address (No P.O. Box): <b>2124 Channing Way #222</b>		Legal Address:	
City, State, Zip: <b>Idaho Falls, ID, 83406</b>		City, State, Zip:	
DBA Phone: <b>800-906-0871</b>		Corp. Phone:	
Contact Name at this Address: <b>Mike Stef</b>		Contact Name at this Address:	
Email: <b>mstef@live.ca</b>		Email:	
Customer Service Phone (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants): <b>www.dazzlewhitemax.com</b>	
Type of Ownership: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Professional Assoc. <input type="checkbox"/> Corporation <input type="checkbox"/> Other:		Market Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Lodging <input type="checkbox"/> Motel <input type="checkbox"/> P-Cart <input type="checkbox"/> E-commerce <input type="checkbox"/> Supermarket <input type="checkbox"/> Farming/Ag <input type="checkbox"/> Public Sector <input type="checkbox"/> Daily Rental <input type="checkbox"/> Cash Adv. <input type="checkbox"/> Other	
Type of Goods or Service Sold: <b>Health Products</b>		Sales Profile (Must equal 100%)	
Years in business under current ownership: <b>6 YRS.</b>		Card Swiped: %	
Federal Tax ID #		Manually Keyed with Imprint: %	
Do you currently accept Visa/MasterCard/Discover? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Mail Order / Telephone Internet: <b>100</b> %	
Does merchant accept transactions before the customer receives product or service? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Total: <b>100%</b>	
% of sales in this category: <b>100%</b>		How long does customer wait before product is received? <b>5-14 days</b>	
% of credit that is prepayment: <b>100%</b>		Duration of extended service or benefit (in weeks): <b>2</b>	
Does merchant offer warranty, does, subscription, membership or other extended service? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Annual Visa/MC/Discover Sales: \$ <b>20,000,000.00</b>	
Annual Visa/MC/Discover Sales (multiple locations only):		Average Ticket: \$ <b>59.00</b>	
HSBC Bank USA, National Association Merchant Support Group, P.O. Box 8263 Buffalo, New York 14240 716-841-6330			
Important Member Bank Responsibilities		Important Merchant Responsibilities	
1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement. 3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. 4. The Visa Member is responsible for and must provide sufficient funds to the Merchant. 5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.		1. Ensure compliance with cardholder's security and storage requirements. 2. Maintain fraud and chargeback below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa Operating Regulations. The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands these specific responsibilities.	

For questions regarding Card Services, contact  
 or call 1-888-327-2820

ECS, Inc., 4001 Customer Service, 34052 Avenida, Rancho Santa Margarita, CA 92688

Note: Billing disputes must be forwarded, in writing, to Customer Service within 90 days of the date of the statement and for notice.

Merchant Initials

Rev. 04/08-ECS

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 VISA 00296

ATTACHMENT O - p. 4



We hereby guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notices of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding this Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We have read, understood, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below)

Name (printed):

*Peter W. Graver*

*Peter W Graver*

Signature of Guarantor (please sign below)

Name (printed):

*Peter W. Graver*

Name (printed):

Signature of Witness (please sign below)

Name (printed):

*Peter W. Graver*

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*Peter W. Graver*

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*Peter W. Graver*

Name (printed):

*Peter W. Graver*

Name (printed):

By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the entity indicated above to accept the American Express Card, the terms and conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions.

Merchant's signature: *Peter W. Graver* Name (printed): *Peter W Graver* Title: *Manager* Date: *6-18-09*

Merchant's signature: *Peter W. Graver* Name (printed): *Peter W Graver* Title: *Manager* Date: *6-18-09*

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Merchant's signature: *Peter W. Graver* Name (printed): *Peter W Graver* Title: *Manager* Date: *6-18-09*

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VISA 00297

ATTACHMENT O - p. 5



Process involved: <input type="checkbox"/> SDO <input checked="" type="checkbox"/> Touchtone <input type="checkbox"/> Paper Platform: <input type="checkbox"/> East <input type="checkbox"/> Central Imprinter: <input type="checkbox"/> Own <input type="checkbox"/> Purchase Purchase Price per Unit: _____ Purchase Quantity - Standard: _____ Purchase Quantity - Handheld: _____ Total Regular Plates Needed: _____ Total Annex Plates Needed: _____ Total Plastic Cards Needed: _____ Global to schedule Download? <input type="checkbox"/> YES <input type="checkbox"/> NO Global to train? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Own Program <input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Rental Terminal type: <u>NMI Gateway</u> Printer Type: _____ Printer Type: _____ Check Reader: _____ Terminal Application/PC Software Type: _____ Primary Third Party: _____ Secondary Third Party: _____ Number of TID's: _____ Product: _____ Terminal Type: _____ Third Party Settlement: <input type="checkbox"/> Terminal <input type="checkbox"/> Host Global PC Software: <input type="checkbox"/> Own <input type="checkbox"/> Purchase If purchase, price \$ _____ # of payments _____		<table border="1"> <thead> <tr> <th colspan="2"></th> <th colspan="2">Individual Pricing</th> <th colspan="2">Combination Pricing</th> </tr> <tr> <th>Item</th> <th>Quantity</th> <th>Amount</th> <th># Payments</th> <th>Amount</th> <th># Payments</th> </tr> </thead> <tbody> <tr> <td>Terminal</td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>Printer</td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>Check Reader</td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>RIN Pad</td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> </tbody> </table> Special Instructions: _____			Individual Pricing		Combination Pricing		Item	Quantity	Amount	# Payments	Amount	# Payments	Terminal		\$		\$		Printer		\$		\$		Check Reader		\$		\$		RIN Pad		\$		\$	
		Individual Pricing		Combination Pricing																																		
Item	Quantity	Amount	# Payments	Amount	# Payments																																	
Terminal		\$		\$																																		
Printer		\$		\$																																		
Check Reader		\$		\$																																		
RIN Pad		\$		\$																																		

1. Are you going to use a POS, terminal, software, or gateway application from Global Payments? ☐ Yes ☒ No  
 (If Yes, go to Question #3 & select "No". If No, go to Question #2.)  
 2. Are you using a "dial-up" terminal? ☐ Yes ☒ No  
 (If yes, go to Question #4 & select "No". If No, go to question #3.)  
 3. a) What third party software company/vendor did you purchase your POS Application from?  
 b) What is the name of the third party software? NMI Gateway  
 c) Do your transactions process through any other third parties, such as billing companies or gateways?  
 If yes, who is it? NMI Gateway ☒ Yes ☐ No  
 (Please continue to Question #4)  
 4. a) Do you or your vendor receive, pass, transmit or store the full cardholder number, electronically? ☐ Yes ☒ No  
 b) If yes, where is card data stored? ☐ Merchant ☐ Third Party Only ☐ Both Merchant & Third Party ☒ GAA Export Only  
 b1) Are you or your vendor PCI DSS (Payment Card Industry Data Security Standard) compliant? ☐ Yes ☒ No  
 b2) What is the name of your Qualified Security Assessor? \_\_\_\_\_  
 b3) Date of compliance: \_\_\_\_\_ Date of last scan: \_\_\_\_\_  
 5. Have you ever experienced an account data compromise? ☐ Yes ☒ No If yes, when? \_\_\_\_\_  
 \*\*\*\* Card Association requirements dictate it is prohibited to store track data in any circumstance. Further, it is recommended that no merchant or a merchant's third party vendor store cardholder data. If you or your vendor are required to be PCI DSS compliant, failure to adhere to these requirements may result in fines or loss of card acceptance.

 Merchant Initials: 7006  
 Rev. 04/08-EGS

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 VISA 00298

ATTACHMENT O - p. 6



---

**From:** Vance, Jennifer  
**Sent:** Tuesday, September 08, 2009 11:04 AM  
**To:** Snow, Geoffrey  
**Subject:** FW: DAZZLEWHITE8669892686  
**Attachments:** mkm.pdf

---

**From:** ABIGAIL HELMS [mailto:AbigailHELMS@columbusbankandtrust.com]  
**Sent:** Wednesday, September 02, 2009 5:28 AM  
**To:** Vance, Jennifer  
**Cc:** MIRANDA WALKER  
**Subject:** Re: DAZZLEWHITE8669892686

Jennifer, I attached the requested merchant application. I confirmed that Dazzlewhite8669892686 is merchant is part of the JDW Media relationship as well as the merchants below:

Reservatrol 941000094066

Purelift8669892690 941000094937

PureCleanse8669898946 941000094938

The only descriptor we have for this merchant is the same as the DBA: DazzleWhite8669892686. We do not give the merchant the ability to alter the descriptor.

Please note that this merchant account has not processed positive transactions since the end of July. We have only allowed credits to be issued, and the account is scheduled for termination on 9/21/09.

Let me know if you need anything else from us. Thanks

\*\*Please note that my email address has changed to [abigailhelms@synovus.com](mailto:abigailhelms@synovus.com) and update your records accordingly.

Abigail Helms  
Assistant Vice President  
Merchant Services Risk Manager  
Phone 706-644-0913

>>> "Vance, Jennifer" <[jvance@visa.com](mailto:jvance@visa.com)> 9/1/2009 5:08 PM >>>  
Abbey,

Please provide the application for DAZZLEWHITE8669892686, also please provide a list of any additional descriptors the merchant is using.

Thank you,



/ Sr. Risk Analyst - Visa Acceptance Risk /

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## Merchant Chargeback Monitoring Program Activity Statement

Merchant: DAZZLEWHITE8669892686	Current Status:
Acquirer: COLUMBUS BANK AND TRUST COMPANY	Questionnaire Received:

**Merchant Descriptors:**

BIN	Merchant Name	City	State	MCC
	DAZZLEWHITE1800153318	180-0153318	ID	5999
	DAZZLEWHITE8081201987	808-1201987	ID	5999
	DAZZLEWHITE8669892686	866-9892686	ID	5999

**Program Review Fees:**

Date	Status	Amount
------	--------	--------

**Chargeback Handling Fees:**

Date	Status	Amount
------	--------	--------

**Merchant Activity:**

Date	BIN	Name	Review Month	Int Count	Chk Count	Cbk Ratio
Jun-2009		COLUMBUS BANK AND TRUST		65,971	269	0.41
Jul-2009		COLUMBUS BANK AND TRUST	N	113,936	2,126	1.87
Aug-2009		COLUMBUS BANK AND TRUST	1	704	2,664	378.41
Sep-2009		COLUMBUS BANK AND TRUST		3	1,671	55,700.00
Oct-2009		COLUMBUS BANK AND TRUST		0	881	0.00
Nov-2009		COLUMBUS BANK AND TRUST		0	270	0.00



## Merchant Chargeback Monitoring Program Activity Statement

Merchant: IDSECURE8667960119	Current Status:
Acquirer: COLUMBUS BANK AND TRUST COMPANY	Questionnaire Received:

**Merchant Descriptors:**

BIN	Merchant Name	City	State	MCC
	IDSECURE8667960119	866-7960119	PA	7299

**Program Review Fees:**

Date	Status	Amount
------	--------	--------

**Chargeback Handling Fees:**

Date	Status	Amount
------	--------	--------

**Merchant Activity:**

Date	BIN	Name	Review Month	Int Count	Cbk Count	Cbk Ratio
Aug-2009		COLUMBUS BANK AND TRUST		4,473	61	1.36
Sep-2009		COLUMBUS BANK AND TRUST		8,291	77	0.93
Oct-2009		COLUMBUS BANK AND TRUST	N	4,648	133	2.86
Nov-2009		COLUMBUS BANK AND TRUST		0	93	0.00
Dec-2009		COLUMBUS BANK AND TRUST		0	55	0.00



## Merchant Chargeback Monitoring Program Activity Statement

Merchant: PURECLEANSE8669898946	Current Status:
Acquirer: COLUMBUS BANK AND TRUST COMPANY	Questionnaire Received:

**Merchant Descriptors:**

BIN	Merchant Name	City	State	MCC
	PURECLEANSE8669898946	866-9898946	ID	5999

**Program Review Fees:**

Date	Status	Amount
------	--------	--------

**Chargeback Handling Fees:**

Date	Status	Amount
------	--------	--------

**Merchant Activity:**

Date	BIN	Name	Review Month	Int Count	Cbk Count	Gbk Ratio
Jul-2009		COLUMBUS BANK AND TRUST	N	7,150	291	4.07
Aug-2009		COLUMBUS BANK AND TRUST		0	247	0.00
Sep-2009		COLUMBUS BANK AND TRUST		0	121	0.00
Oct-2009		COLUMBUS BANK AND TRUST		0	75	0.00



## Merchant Chargeback Monitoring Program Activity Statement

Merchant: PURELIFT8669892690	Current Status:
Acquirer: COLUMBUS BANK AND TRUST COMPANY	Questionnaire Received:

## Merchant Descriptors:

BIN	Merchant Name	City	State	MCC
	PURELIFT8669892690	866-9892690	ID	5999

## Program Review Fees:

Date	Status	Amount
------	--------	--------

## Chargeback Handling Fees:

Date	Status	Amount
------	--------	--------

## Merchant Activity:

Date	BIN	Name	Review Month	Int Count	Cbk Count	Cbk Ratio
Jul-2009		COLUMBUS BANK AND TRUST		1,881	52	2.76

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VISA 00058

ATTACHMENT P - p. 4



## Merchant Chargeback Monitoring Program Activity Statement

Merchant: IDSECURE 866 796 0118	Current Status:
Acquirer: HARRIS NATIONAL ASSOCIATION	Questionnaire Received:

**Merchant Descriptors:**

BIN	Merchant Name	City	State	MCC
	IDSECURE 866 796 0118	866-7960118	PA	7393

**Program Review Fees:**

Date	Status	Amount
------	--------	--------

**Chargeback Handling Fees:**

Date	Status	Amount
------	--------	--------

**Merchant Activity:**

Date	BIN	Name	Review Month	Int Count	Cbk Count	Cbk Ratio
Aug-2009		HARRIS NATIONAL ASSOCIATI		1,265	56	4.43



## Merchant Chargeback Monitoring Program Activity Statement

Merchant: MEMBERSHIP- NetPaying Inc	Current Status:
Acquirer: COLUMBUS BANK AND TRUST COMPANY	Questionnaire Received: 9/21/2009

**Merchant Descriptors:**

BIN	Merchant Name	City	State	MCC
	MAXACAIBURNCOM	800-6800623	FL	5499
	MAXACAIBURNCOM	866-9898945	FL	5499
	MEMBERSHIP	180-0156711	FL	5499
	MEMBERSHIP	800-0470192	FL	5499
	MEMBERSHIP	800-9895907	FL	5499
	MEMBERSHIP	866-9892685	FL	5499
	WEBACCESS	180-0686513	FL	5499
	WEBACCESS	808-1202346	FL	5499
	WEBACCESS	866-9892685	FL	5499

**Program Review Fees:**

Date	Status	Amount
------	--------	--------

**Chargeback Handling Fees:**

Date	Status	Amount
------	--------	--------

**Merchant Activity:**

Date	BIN	Name	Review Month	Int Count	Cbk Count	Cbk Ratio
Jul-2009		COLUMBUS BANK AND TRUST	N	96,569	1,104	1.14
Aug-2009		COLUMBUS BANK AND TRUST	1	34,109	3,103	9.10
Sep-2009		COLUMBUS BANK AND TRUST		12	2,524	21,033.33
Oct-2009		COLUMBUS BANK AND TRUST		1	1,519	51,900.00
Nov-2009		COLUMBUS BANK AND TRUST		0	304	0.00



---

**From:** MIRANDA WALKER [MIRANDAWALKER@columbusbankandtrust.com]  
**Sent:** Monday, September 21, 2009 1:52 PM  
**To:** Vance, Jennifer  
**Subject:** Membership (Net Paying )  
**Attachments:** Net Paying Questionnaire and merchant application.pdf

Hello,  
I will be sending the agreement in a separate email.

\*\*Please note that my email address has changed to [mirandawalker@synovus.com](mailto:mirandawalker@synovus.com) and update your records accordingly.

Miranda Walker  
Merchant Services Risk Specialist II  
(706) 644-1393  
Fax: (706) 644-9452

---

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# Visa U.S.A. Acquirer Monitoring Programs Acquirer/Merchant Questionnaire

Please complete and return this form to Visa U.S.A. within 10 days from the date you were originally notified by the Acquirer Risk Office.

PROGRAM IDENTIFICATION ☒ MCMP ☐ HRCMP ☐ GMCMP ☐ \_\_\_\_\_

MERCHANT INFORMATION			
Merchant Legal Name: <u>Netpaying</u>		Tax ID #: _____	
Merchant DBA(s): List All Merchant Descriptors (Attach a separate sheet if necessary) <u>Membership, WebAccess, MaxAcaburn.com</u>			
Web Address(s) if Internet-Related Business: <u>weightlossbookmembership.com, insidersecretstips.com</u>			
City: <u>Largo</u>	State: <u>FL</u>	Zip: <u>33777</u>	Phone #: _____
Principal Name: <u>Jugal Taneja</u>		Title: <u>President</u>	
Last 4 Digits Social Sec. #: _____		Street Address: _____	
City: <u>Pinellas Park</u>	State: <u>FL</u>	Zip: <u>33781</u>	_____

MERCHANT TYPE (CHECK ALL THAT APPLY)			
<input type="checkbox"/> Retail	<input type="checkbox"/> MO/TO	<input type="checkbox"/> Videotext	<input type="checkbox"/> Outbound Telemarketing
<input checked="" type="checkbox"/> Internet	<input type="checkbox"/> Audiotext	<input type="checkbox"/> Gaming	<input type="checkbox"/> Other: _____
MCC: <u>5399</u>		Date Merchant Account Opened: <u>6/15/09</u>	
Products and/or Services sold: <u>membership for weight loss</u>			
Business Model:		<input type="checkbox"/> Free Trials/Gifts <input type="checkbox"/> Payment Plans <input checked="" type="checkbox"/> Upsell <input checked="" type="checkbox"/> Continuity Program <input checked="" type="checkbox"/> Membership Program <input type="checkbox"/> Gift Card Sales <input type="checkbox"/> Other: _____	
What prevention tools does the merchant have in place?		<input checked="" type="checkbox"/> AVS <input checked="" type="checkbox"/> CVV2 <input type="checkbox"/> Velocity Checking <input type="checkbox"/> Negative DBs <input type="checkbox"/> Verified by Visa <input type="checkbox"/> Other: _____	
What are the circumstances that have caused the problem?			
Merchant Terminated: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Date: ____/____/____		Listing on TMF: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Date: ____/____/____	
Reason for Termination: <u>→ PLEASE SEE ADDTL DOCUMENT ←</u>			

ACQUIRER INFORMATION	
Acquirer Name:	_____
Acquirer Contact:	_____
Acquirer E-mail Address:	_____
ISO Name:	_____

By signing below, I certify that this merchant has been notified and that we as the Member bank are taking the appropriate actions to address the problem.

\_\_\_\_\_  
DATE: 9/21/2009

Please complete and fax form to Visa U.S.A. Acquirer Risk Office at (650) 554-6804

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VISA 00262

09/18/2009 11:31AM (GMT-04:00)

ATTACHMENT Q - p. 2



46 U.S.C.



## Discussion

143

44.318

09/18/2009 11:31AM (GMT-04:00)

VISA 00263

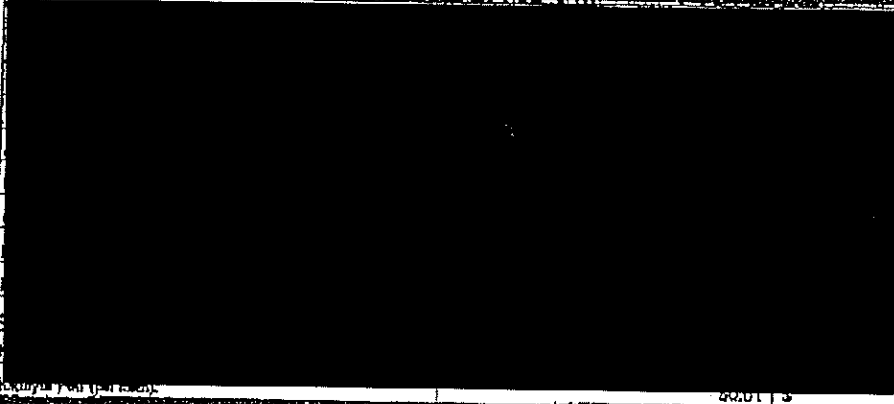
PI Exhibit 50 Page 02562



From: unknown Page: 4/5 Date: 6/15/2009 11:01:27 AM

GFI TRANSPORT  
Transportation

## Additional Application Business/Product Information Verification

MERCHANT ID: 8165510		APPENDIX OF AUTHORIZED APPLICATION AND AGREEMENT DATED: 05/12/2009	
GEMRANG NBPENL		MERCHANT INFORMATION: 11/1/09	
ADDRESS: 11/1/09		MERCHANT INFORMATION: 11/1/09	
Name of Financial Institution:	First Community Bank of America		
Bank Account Number:	on file		
Routing Number:	on file		
AMEX SE Number (Account Number)			
Processing Method:	Auth.net (set up by InterBill)		
			
Merchant Signature (Principal or Owner):		For Internal Use Only -	
Print Name: JUGAL K. TANATA		Signature: [Signature]	
Title: President		Title: [Signature]	
Date: 6/14/09		Date: 6-15-09	

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VISA 00264

ATTACHMENT Q - p. 4



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**From:** ABIGAIL HELMS [AbigailHELMS@columbusbankandtrust.com]  
**Sent:** Monday, July 20, 2009 8:21 AM  
**To:** Vance, Jennifer  
**Subject:** Membership/NetPaying Inc/Webaccess  
**Attachments:** pcsggwfax02\_0907171949138446.pdf

Jennifer, here is the "Main" application along with the due diligence package. I am still waiting on the financials and will forward as soon as I receive. Thanks

\*\*Please note that my email address has changed to [abigailhelms@synovus.com](mailto:abigailhelms@synovus.com) and update your records accordingly.

Abigail Helms  
Assistant Vice President  
Merchant Services Risk Manager  
Phone 706-644-0913

>>> FAX7066449452 7/17/2009 3:54 PM >>>

>>> "FAXCOM Fax Server 02" <[fax@synovus.com](mailto:fax@synovus.com)> 7/17/2009 3:49 PM >>>

FAXCOM RECEIVED FAX REPORT  
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Received Time : 07/17/2009 15:41 (GMT-04:00)  
Result : OK  
Description : All pages received OK  
Result Code : 0000  
Pages Received: 0022  
Bad Pages : 0000  
Caller ID : 7066449452  
Remote TSI :  
Connect Time : 0441 Seconds  
Fax line : 4  
Routing ID : 8006518460  
Baud Rate : 14400 Bps

The fax is included as a PDF document attachment.

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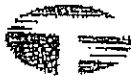
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TransFirst

371 Centennial Parkway

Louisville CO 80027



TRANSFIRST

Date: July 17, 2009

Pages with cover sheet: 22

---

TO: Abbey

FROM: Lori Nichols / Fraud Supervisor  
800-654-9256 x8152

RE: Requested docs for Visa

---

REMARKS:

**URGENT**

REVIEW

REPLY

YOUR COPY

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Have a great weekend!!!

Thank You,

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**VISA 00271**

07/17/2009 3:49PM (GMT-04:00)

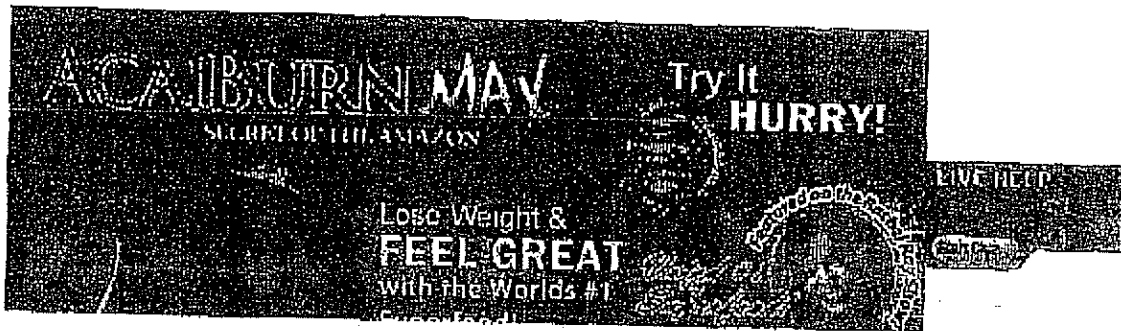
ATTACHMENT Q - p. 7



Acai Burn Max

Max Acai Burn

Page 1 of 3

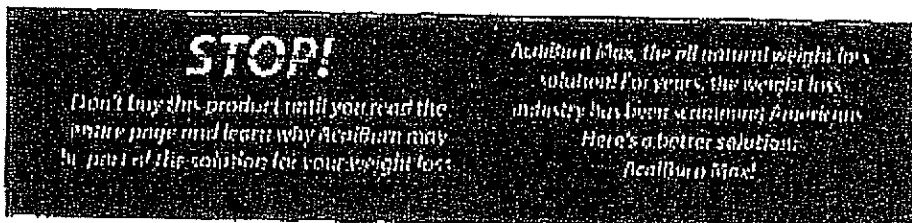


Country UNITED STATES OF AMERICA  
 First Name  
 Last Name  
 Address  
 City  
 State \*\* Select your State \*\*  
 Zip  
 Telephone  
 Email (For Shipping)

(We Respect your Privacy)

Rush my Order

05:54 Minutes



**abc** Superfoods for the New Year!  
 You'll be hearing a lot more about this rich (and) fruit going forward. Acai is the off the chart, with the natural benefit of naturally occurring Omega 3, 6 and 9 oils. It's not only good for you, but many world class athletes drink it while training because it's so loaded with nutrition and protein it can be a complete meal."

## Food For Your Heart!

"Acai berries are among the most nutritious foods of the Amazon, rich in B vitamins, minerals, fiber, protein and omega-3 fatty acids. Acai berries also contain oleic acid (omega-9), a beneficial fatty acid."

**WSJ** "All juice bars and health stores around the country, the hip new taste is acai. (pronounced ah-sigh-EE) a grape-size, deep-purple berry that grows atop palm trees in the Brazilian jungle."

"Studies have shown that this little berry is one of the most nutritious and powerful foods in the world! Acai is the high-energy berry of a special Amazon palm tree. Hidden within its royal purple pigment is the magic that makes it nature's perfect energy fruit. A synergy of monounsaturated (healthy) fats, dietary fiber and phytochemicals to help promote cardiovascular and digestive health."

Celebrities all over Hollywood have been spotted consuming Acai in all its different forms! When these wealthy celebs are able to afford to eat anything, and looking their best is always a

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VISA 00280

6/15/2009

07/17/2009 3:49PM (GMT-04:00)

<http://www.maximumacaiburn.com/>

ATTACHMENT Q - p. 8



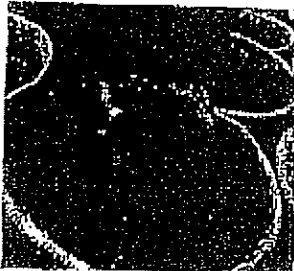
Acai Burn Max

Page 2 of 3



priority. It's no wonder why the Acai Berry could be considered a cornerstone of Hollywood's Hottest Diet!

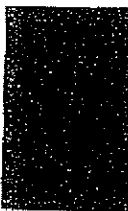
The Acai has been noted as being one of the most potent superfoods in the world for its high antioxidant power. Antioxidants help to slow cell damage caused by "free radicals" found inside our bodies, which in turn can help to slow the signs of aging!



You could have Pounds upon Pounds of harmful toxic waste stuck inside your digestive tract. This waste is the excess build-up which your body was unable to pass during the ongoing process of digestion. It's a lot like paying bacon fat down your drain - some of it gets stuck and the sludge can start to CLOG your pipes!

This can lead to a noticeable feeling of being more tired and lethargic, bloating, gastrointestinal discomfort, and can increase the chances of developing serious health problems (some of which you would never think could have anything to do with a toxic colon!)

AcaiBurn Max can help you look and feel better and healthier by assisting your body in losing weight. Get your trial and try it today!



I'm waking and talking AcaiBurn Max to everybody and anybody that will listen! Nothing would give me greater pleasure than to get out there and tell the entire world just how wonderful it really is. I just don't believe it! All these years of not being happy with my body have come to an end. I have basically eliminated the worst part of my life. Thanks a million!

Torrance, New York

*Results not typical.*



What a wonderful product! AcaiBurn Max did it for me just miserable until I happened to come across your product. I had already tried other products without any results. I figured I didn't have a thing to lose by trying AcaiBurn as a last resort. In no time I felt like a different person.

Estes, Kansas, FL

*Results not typical.*



The AcaiBurn System is simply fast weight loss that works.

The key ingredients in AcaiBurn were clinically tested and found to help cause up to 450% MORE WEIGHT LOSS than dieting and exercising alone. Our risk-free trial is in very high demand, and will not be available forever. AcaiBurn is composed of a breakthrough new formula that combines scientific clinical research with the amazing antioxidant power of the Acai Berry.

The average weight loss was 14.69 and 12.54 pounds with AcaiBurn's key ingredients<sup>1</sup> vs. just 3.06 and 3.53 pounds with a placebo in two 8-week clinical studies. Both groups dieted and exercised. That means the key ingredients in AcaiBurn were found to help cause up to 450% MORE WEIGHT LOSS than dieting and exercising alone will get you.

AcaiBurn also includes the Acai Berry, which has been used for years throughout the Brazilian rain forests as a premium natural energy supplement and not only boosts energy but also helps suppress appetite.

<sup>1</sup> Key ingredients in AcaiBurn: Garcinia cambogia extract, chromium polynicotinate and Gymnema sylvestre extract.



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VISA 00281

<http://www.maximumacaiBurn.com/>

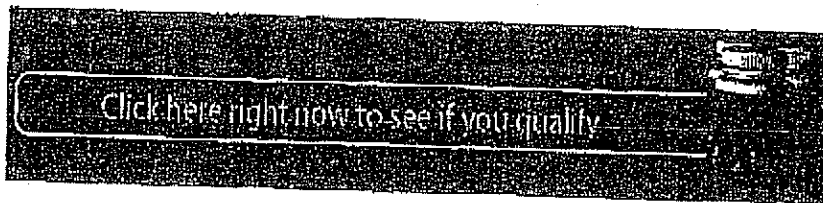
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ATTACHMENT Q - p. 9



Acai Burn Max

Page 3 of 3



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\*All Testimonials are 100% Real and Accurate and have been remunerated for allowing us to use them.

Contact us by calling (866) 989-8943. (Please note this is not an order line and only for customer service.)

Information about financial institutions and other matters, whether or not it may be related to Acai Burn Max or its products, is not provided by the FDA. Please consult your physician or other health care provider for more information. See http://www.fda.gov/oc/ohrt/ for more information.

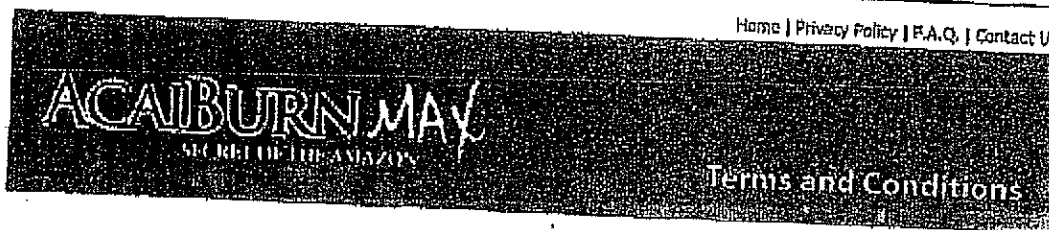
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VISA 00282

<http://www.maximumacaiburn.com/>

07/17/2009 3:49PM (GMT-04:00)

ATTACHMENT Q - p. 10





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AcaiBurn Health™ IS NOT A COVERED ENTITY FOR PURPOSES OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), NOR IS THE INFORMATION PROVIDED BY YOU TO AcaiBurn Health™ CONSIDERED PROTECTED HEALTH INFORMATION UNDER HIPAA. AS SUCH, THE ADDITIONAL PRIVACY AND SECURITY PROTECTIONS AFFORDED TO CONSUMERS/PATIENTS UNDER HIPAA ARE NOT CONTEMPLATED BY, NOR CONTAINED WITHIN, THE AGREEMENT.

The information presented on the Website is provided for informational purposes only and is in no way intended as a substitute for professional medical advice, diagnosis or treatment. This information should only be used in conjunction with the guidance and care of your physician. You should not use the information on the Website for diagnosing or treating a health problem or disease, or prescribing any medication or other treatment. Consult your physician before taking any medication or nutritional, herbal or homeopathic supplement, or beginning any diet, nutrition or fitness plan offered on or through the Website, or otherwise. Your physician should allow for proper follow-up visits and individualize your diet, nutrition and/or fitness plan as appropriate. Always seek the advice of your physician or other qualified health care provider if you have any questions regarding a medical condition, your diet, nutritional supplements, an exercise regimen or any other matter related to your health and well-being. If you have or suspect that you have a medical problem, promptly contact your health care provider. Never disregard professional medical advice or delay in seeking professional advice because of something that you have read on the Website. Information and statements regarding products and/or services made available on or through the Website have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure or prevent any disease.

**1. Acceptance of Agreement.** You agree to the terms and conditions outlined in the Agreement with respect to your use of the Website including, but not limited to, your submission of applications to become a Member and/or your purchase of Online Products. The Agreement constitutes the entire and only agreement between you and AcaiBurn Health™ with respect to your registration for the Online Products, enrollment in the All-Access Program and/or use of the Website and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to your registration for the Online Products, enrollment in the All-Access Program, use of the Website, the content contained therein and/or the analyses, research, opinions and other information provided by or through the Website. AcaiBurn Health™ may change the Agreement, in whole or in part, at any time without specific notice to you. The latest Agreement will be posted on the Website. Your continued receipt of the Online Products, enrollment in the All-Access Program and/or use of the Website following posted notice constitutes your acceptance of all of the terms and conditions contained within the Agreement in effect at that time. Therefore, you should regularly check this page for updates and/or changes. Unless explicitly stated otherwise, any future offer (s) or product(s) made available to you on the Website that augment(s) or otherwise enhance(s) the current features of the Website shall be subject to the Agreement. You understand and agree that AcaiBurn Health™ is not responsible or liable in any manner whatsoever for your inability to use the Website, enroll in the All-Access Program and/or obtain any Online Products.

**2. Requirements.** The Website, Membership, All-Access Program and/or the Online Products offered are available only to individuals that are at least eighteen (18) years of age and that can enter into legally binding contracts under applicable law.

**3. Application Process.** In order to obtain Online Products, enroll in the All-Access Program and/or become a Member, you must first submit the applicable application form ("Application") to AcaiBurn Health™ for review and initial approval. AcaiBurn Health™ reserves the right, in its sole discretion, to deny the Application of anyone at any time and for any reason, whatsoever. The information that you must supply on the Website in order to obtain Online Products and/or enroll in the All-Access Program may include, without limitation: (a) your full name; (b) mailing address; (c) e-mail address; (d) phone number; (e) credit card information; (f) current weight; (g) goal weight; (h) height; (i) gender; (j) year of birth; (k) date of birth; and/or (l) any other information requested by us on the Application (collectively, "Registration Data"). You agree to

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provide true, accurate, current and complete Registration Data (not including Registration Data concerning weight or personal goals), as necessary, in order to maintain it in up to date and accurate fashion. AcaiBurn Health™ will verify and approve all Applications in accordance with its standard verification procedures.

If AcaiBurn Health™ approves your Application, AcaiBurn Health™ will set up your specific account ("Services Account") and send a confirmation e-mail to the e-mail address that you used to register. The confirmation e-mail will contain the following information: (a) your User Name; and (b) your Password. You can access your specific Services Account at the Website using your User Name and Password, and then change your Password and User Name at your discretion. You are responsible for maintaining the confidentiality of your Services Account, User Name and Password and for restricting access to your computer. You agree to accept responsibility for all activities that occur through use of your Services Account, User Name and Password including, without limitation, any and all purchases made there through.

**4. Copyright and Trademarks.** "AcaiBurn Health™" and all logos, page headers, custom graphics and icons are trademarks and/or service marks owned by Innovative Health Products. All other trademarks, product names, company names and logos appearing on the Website and/or by and through the Insider Secrets Package and eBook Package (as those terms are defined hereinbelow) are the property of their respective owners. The Website contains information, data, software, photographs, graphics, videos, text, images, typefaces, sounds and other material including, but not limited to, the Insider Secrets Package and eBook Package (collectively "Content") that are protected by copyrights, trademarks or other proprietary rights, and these rights are valid and protected in all forms, media and technologies existing now or developed in the future. All Content is copyrighted as a collective work under the United States copyright laws, and Innovative Health Products owns a copyright in the selection, coordination, arrangement and enhancement of such Content. All rights to such Content are reserved to their respective copyright owners. Except as permitted by the fair use privilege under United States copyright laws (see e.g. 17 U.S.C. Section 107), you may not upload, post, reproduce or distribute in any way Content protected by copyright, or other proprietary right, without obtaining permission of the owner of the copyright or other proprietary right. Any other use of the Content available on our Website, including reproduction for purposes other than as noted above, modification, distribution, replication, commercial or other use, without our prior written permission, is strictly prohibited.

**5. Orders/Billing.** In consideration for the Online Products that you receive from AcaiBurn Health™, and for enrollment in the All Access Program, you agree to pay the Fees (as defined below). You shall have the choice to pay the Fees via the credit card or debit card that you provide as part of your Application, or update at a later date ("Active Credit Card").

#### A. ALL ACCESS SERVICES

Upon placing your first order for Online Products, you will automatically be enrolled in the AcaiBurn Health™ all-access program ("All-Access Program"). The All-Access Program enables you to access, via your Services Account, the Insider Secrets Expert Tips Package ("Insider Secrets Package") and the Comprehensive Weight Loss eBook Package ("eBook Package") made available on the Website. Initially, you shall have access to the Insider Secrets Package pursuant to a fourteen (14) day trial period ("Insider Secrets Access Pass"). If you do not cancel your Insider Secrets Access Pass during your fourteen (14) day trial period, then your Active Credit Card will be charged the monthly Insider Access Package fee of ~~Three Dollars Twenty-Four cents (\$3.24)~~ ("IAP Monthly Fee"). Thereafter, for as long as your Insider Secrets Access Pass remains active, your Active Credit Card will be charged for the IAP Monthly Fee on a monthly basis, for your ongoing Insider Secrets Access Pass.

Further, you shall initially have access to the eBook Package pursuant to a twenty-eight (28) day trial period ("eBook Access Pass"). If you do not cancel your eBook Access Pass during your twenty-eight (28) day trial period, then your Active Credit Card will be charged the monthly Insider Access Package fee of ~~Sixteen Dollars and Fourteen Cents (\$16.14)~~ ("EAP Monthly Fee") and together, with the IAP Fees, the "Access Fees". Thereafter, for as long as your eBook Access Pass remains active, your Active Credit Card will be charged for the EAP Monthly Fee on a monthly basis, for your ongoing eBook Access Pass.

All Access Fees will appear on your Active Credit Card bill as "Internet Access Fee and Membership." You hereby authorize AcaiBurn Health™ (or its partners, affiliates and/or agents) to charge your Active Credit Card all such Access Fees on a monthly basis. You acknowledge and agree that AcaiBurn Health™ will not obtain additional authorization from you for each installment of Access Fees charged to your Active Credit Card.

#### B. ONLINE PRODUCTS

You will have up to (3) separate options to choose from when ordering Online Products on the Website (each, a supply of AcaiBurn Health™): (a) Free Trial Offer (when available), includes a shipping and handling fee of ~~Four Dollars and Ninety-Five Cents (\$4.95)~~ ("Shipping and Handling"); (b) Buy 2 Get 1 Free Package for ~~One Hundred and Twenty Dollars (\$120.00)~~, plus Shipping and Handling; and (c) the Buy 3 Get 2 Free Package for ~~One Hundred and Eighty Dollars (\$180.00)~~, plus Shipping and Handling. Orders outside of the United States pay an additional ~~Nine Dollars and Ninety-Five Cents (\$9.95)~~ for additional shipping and handling. Orders placed in the United States will ship immediately and arrive in only 5-7 business days. International orders may take 1-3 weeks, depending how far the package has to go.

When our Offer is indicated to be "Risk-Free" we mean that by providing the ability to fully cancel and stop future payments, we eliminate the risk of incurring unwanted charges or commitments.

**Total Offer and Sixty (60) Day Guarantee:** Where AcaiBurn Health™ offers its "Trial" Promotion, and where you have chosen to register for such Promotion, upon submitting your initial AcaiBurn Health™ Application, your Active Credit Card will be charged only Shipping and Handling Fee for your initial fourteen (14) day trial membership ("Trial Membership") and you will receive a one (1) month supply of AcaiBurn Health™. If you do not cancel your Membership as set forth in Section 6 hereinbelow,

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within fourteen (14) days of your receipt of the one (1) month supply of AcaiBurn Health™ ("14 Day Trial Period"), your Active Credit Card will be charged the monthly Membership fee of Fifty-Eight Dollars and Seventy-Six Cents (\$58.76) ("Monthly Fee"). Your first three (3) month supply of AcaiBurn Health™ will be shipped thirty (30) days from the date that your initial one (1) month supply was shipped in connection with your Trial Membership. Thereafter, for as long as your Membership remains active, your Active Credit Card will be charged for the Monthly Fee on a monthly basis, plus Shipping and Handling, every third month, for your ongoing Membership. You hereby authorize AcaiBurn Health™ (or its partners, affiliates and/or agents) to charge your Active Credit Card all such fees associated with Membership on a monthly basis. You acknowledge and agree that AcaiBurn Health™ will not obtain additional authorization from you for each installment of Monthly Fees charged to your Active Credit Card. All Monthly Fees will appear on your Active Credit Card bill as "Internet Access Fee and Membership."

**II. Buy 2 Get 1 Free Package and Buy 3 Get 2 Free Package:** Unless you have chosen the Free Trial Offer option, upon submitting your initial AcaiBurn Health™ Application, your Active Credit Card will be charged the applicable one (1)-time fee, plus Shipping and Handling, associated with the payment package selected (either the Buy 2 Get 1 Free Package and Buy 3 Get 2 Free Package) and you will not be enrolled as a Member (collectively, "One Time Fees" and together with the Access Fees, Shipping and Handling and Monthly Fees, the "Fees"). All One Time Fees will appear on your Active Credit Card bill as "Internet Access Fee and Membership."

#### C. GENERAL PAYMENT TERMS

All Fees are payable in United States currency. Failure to use the All-Access Program and/or Online Products, as applicable, does not constitute a basis for refusing to pay any of the associated Fees. You agree to be bound by the pricing and billing practices of AcaiBurn Health™ in effect at any given time. Upon prior written notice to you (with e-mail sufficing), AcaiBurn Health™ reserves the right to change its pricing and/or billing practices whenever necessary, in its sole discretion. If you do not agree with these changes, you may cancel your Insider Secrets Access Pass and/or eBook Access Pass, as applicable, at any time, but you will remain responsible for timely payment of any and all Fees that you have already incurred (including any applicable late fees). Continued acceptance of Online Products, continued Membership and/or continued enrollment in the All-Access Program after receipt of such notice shall constitute consent to any and all such changes. Where you fail to make any scheduled payment for accrued Fees, such overdue amounts will be subject to interest charges in the amount of one and one half percent (1.5%) per month, compounded monthly. If you are a Member, your Membership, Insider Secrets Access Pass and/or eBook Access Pass may each be deactivated for non-payment of Fees. AcaiBurn Health™'s authorization to bill the applicable Fees is obtained by way of your electronic signature. Once an electronic signature is submitted, this electronic order constitutes an electronic letter of agency. AcaiBurn Health™'s reliance upon your electronic signature was specifically sanctioned and written into law when the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Transactions Act were enacted in 1999 and 2000, respectively. Both laws specifically preempt all state laws that recognize only paper and handwritten signatures.

**6. Cancellation of AcaiBurn Health™ Membership, Insider Secrets Access Pass and/or eBook Access Pass.** You may cancel your Membership, Insider Secrets Access Pass and/or eBook Access Pass at any time if you are not completely satisfied. To cancel your Membership, Insider Secrets Access Pass and/or eBook Access Pass you must contact the customer service line by calling toll-free 866-989-2885. Please have your e-mail address and other Registration Data available for efficient processing of your cancellation order. Please be advised that unless you are canceling pursuant to the fourteen (14) day Trial Membership or 60 Day Guarantee as set forth hereinabove, and unless we receive the applicable Qualifying Return Products within the applicable time period, we will not refund any amounts previously paid up to the date of cancellation or termination, you shall not receive any pro-rata refund for partial months and you shall remain liable for any and all unpaid charges billed by AcaiBurn Health™. You understand and agree that cancellation of your Membership Insider Secrets Access Pass and/or eBook Access Pass, as well as the return of the Online Products, is your sole right and remedy with respect to any dispute with AcaiBurn Health™. Upon any termination and/or cancellation of your Membership, Insider Secrets Access Pass and/or eBook Access Pass, your license grant, as set forth in Section 7 hereinbelow shall immediately terminate.

**7. License Grant.** As a user of the Website, you are granted a non-exclusive, non-transferable, revocable and limited license to access and use the Website, Insider Secrets Package and eBook Package. AcaiBurn Health™ may terminate this license at any time for any reason. Unless otherwise expressly authorized by AcaiBurn Health™, as a visitor to the Website, you may only use the Website and the Content for your own personal, non-commercial use. No part of the Website including, but not limited to, the Content, may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use any automated means or form of scraping or data extraction to access, query or otherwise collect content from the Website except as expressly permitted by AcaiBurn Health™. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Website, Content and/or any portion thereof. You may not create any "derivative works" by altering any aspect of the Website or the Content. You may not use the Website and/or the Content in conjunction with any other third-party content. You may not exploit any aspect of the Website and/or the Content for any commercial purposes not expressly permitted by AcaiBurn Health™. You further agree to indemnify and hold harmless AcaiBurn Health™ for your failure to comply with this Section 7. AcaiBurn Health™ reserves any rights not explicitly granted in the Agreement.

**8. Bypassing or Disabling the Website.** You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Website. You may not take any action that imposes an unreasonable or disproportionately large load on the Website infrastructure. If you bypass or disable any portion of the Website or associated software including, without limitation, blocking the operation of any AcaiBurn Health™ systems, you are in violation of the Agreement and AcaiBurn Health™ may suspend or terminate your Membership and/or use of the Website, without notice. Termination of your Membership will not excuse you from any criminal or other civil liabilities that may result from your actions.

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If your Membership is terminated for any reason you will, thereafter, be unable to access your Membership account.

**9. Indemnification.** You agree to indemnify and hold AcaiBurn Health™, its parents and subsidiaries, and each of their respective members, officers, directors, employees, agents, co-branders, content licensors and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of the Website, Online Products, Insider Secrets Package and/or eBook Package; (b) your breach of the Agreement; and/or (c) your violation of any rights of another individual and/or entity. The provisions of this Section 9 are for the benefit of AcaiBurn Health™, its parents, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

**10. Disclaimer of Warranties.** THE WEBSITE, THE ONLINE PRODUCTS, INSIDER SECRETS PACKAGE, EBOOK PACKAGE AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE WEBSITE, ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, AcaiBurn Health™ MAKES NO WARRANTY THAT THE WEBSITE, THE ONLINE PRODUCTS, INSIDER SECRETS PACKAGE, EBOOK PACKAGE AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE WEBSITE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (D) WILL HAVE SECURITY METHODS EMPLOYED THAT WILL BE SUFFICIENT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE WEBSITE, OR AGAINST INFRINGEMENT; (E) WILL RESULT IN ANY SPECIFIC WEIGHT-LOSS, BENEFIT OR OTHER HEALTH-RELATED OUTCOME; AND/OR (F) WILL BE ACCURATE OR RELIABLE. THE WEBSITE, THE ONLINE PRODUCTS, INSIDER SECRETS PACKAGE, EBOOK PACKAGE AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE WEBSITE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. AcaiBurn Health™ WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE WEBSITE, INSIDER SECRETS PACKAGE AND/OR EBOOK PACKAGE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AcaiBurn Health™ OR OTHERWISE THROUGH OR FROM THE WEBSITE, INSIDER SECRETS PACKAGE AND/OR EBOOK PACKAGE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

**11. Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT AcaiBurn Health™ SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AcaiBurn Health™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE WEBSITE, THE ONLINE PRODUCTS, INSIDER SECRETS PACKAGE, EBOOK PACKAGE AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE WEBSITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS PURCHASED OR OBTAINED FROM OR THROUGH THE WEBSITE; (C) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR REGISTRATION DATA; (D) THE FAILURE TO REALIZE ANY SPECIFIC WEIGHT-LOSS, BENEFIT OR OTHER HEALTH-RELATED OUTCOME; AND (E) ANY OTHER MATTER RELATING TO THE WEBSITE, THE ONLINE PRODUCTS, INSIDER SECRETS PACKAGE, EBOOK PACKAGE AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE WEBSITE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY AND ALL OTHER TORTS. YOU HEREBY RELEASE AcaiBurn Health™ FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION, THE MAXIMUM LIABILITY OF AcaiBurn Health™ TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS (\$500.00). NO ACTION, REGARDLESS OF FORM, ARISING OUT OF YOUR USE OF THE WEBSITE, THE ONLINE PRODUCTS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE WEBSITE, MAY BE BROUGHT BY YOU OR AcaiBurn Health™ MORE THAN ONE (1) YEAR FOLLOWING THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND AcaiBurn Health™. ACCESS TO THE WEBSITE, INSIDER SECRETS PACKAGE, EBOOK PACKAGE AND/OR THE ONLINE PRODUCTS WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY AND IN SUCH JURISDICTIONS AcaiBurn Health™'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**12. Third Party Websites.** The Website contains links to other websites on the Internet that are owned and operated by third parties. AcaiBurn Health™ does not control the information, products or services available on these third party websites. The inclusion of any link does not imply endorsement by AcaiBurn Health™ of the applicable website or any association with the website's operators. Because AcaiBurn Health™ has no control over such websites and resources, you agree that AcaiBurn Health™ is not responsible or liable for the availability or the operation of such external websites, for any material located on or available from any such websites or for the protection of your data privacy by third parties. Any dealings with, or participation in promotions offered by, advertisers on the Website, including the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the applicable advertiser or other third party. You further agree that AcaiBurn Health™ shall not be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on or through any such site or any such dealings or promotions.

**13. Miscellaneous.** The Agreement shall be treated as though it were executed and performed in New York, New York and

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shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). Should a dispute arise concerning the terms and conditions of the Agreement or the breach of same by any party hereto, the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association in New York City, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against AcaiBurn Health™ and its employees, officers, directors, members, representatives and assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that AcaiBurn Health™ incurs in seeking such relief. The Agreement does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This provision preventing you from bringing, joining or participating in class action lawsuits is an independent agreement. Nothing herein shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration. Should any part of the Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. The Agreement is personal between you and AcaiBurn Health™ and governs your use of the Website. AcaiBurn Health's™ failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement.

**14. How to Contact Us:** If you have any questions about the Agreement or about the practices of AcaiBurn Health™, please feel free to contact us at 866-989-8945.

Innovative Health Products  
12399 Belch Road South  
Suite 140  
FL 33773

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# ACABURN MAY

## Contact Us

Before you contact us, See if we can answer your question below

**Still can't find your answer?**

Call us at (866)-969-8945 and speak with one of our representatives.  
If phone support is unavailable please contact our LiveHelp.

**Innovative Health Products**  
12399 Belchr Road South  
Suite 140  
FL, 33773



### Hours of Operation

Monday to Friday 5 am to 8pm MT

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**WARNING...** The Acai Burn System was not created for those people who only want to lose a few measly pounds. The AcaiBurn System was created to help you achieve the incredible body you have always wanted... **USE WITH CAUTION!**

**ACAIBURN MAX**  
SECRET OF THE AMAZON

Try it Today!  
**HURRY!**

Address Verification

Shipping &amp; Handling

Order Conf

**WARNING:** Our trials are going at an average rate of over **ONE PER 30 SECONDS!**  
These trials are going **FAST**, get yours in fast or it's too late!

**For Our Most Valued Customers Only**

Available only to those who qualified for one of our trial packages. We apologize for any inconvenience.

**TODAY'S SPECIAL #1**

**Comprehensive Weight Loss eBook Package Trial**

- ★ Learn How to Conquer Obesity
- ★ Get a Beautiful Body the Easy Way
- ★ Learn How to Reverse Your Body Type
- ★ How the Perfect Diet for Fast Weight Loss

Description	Price Today	Qty	Sub Total
AcaiBurn System 14 Day Trial	\$0.00	1	\$0.00
Shipping Handling	\$4.95	1	\$4.95
		<b>Total</b>	<b>\$4.95</b>

**TODAY'S SPECIAL #2**

**Insider Secrets Expert Tips Package**

- ★ 101 "Everyday Moves" to Lose 10 Pounds Every 7 Days
- ★ 97 Ways to Get Fit (The "Your Favorite" List)
- ★ 177 Ways You Didn't Know to Burn Calories
- ★ 35 Power (And Delicious) Foods that Keep You Fit and Fat Burning

- ★ Feel healthy and vibrant
- ★ Lose unwanted weight
- ★ Hollywood's hottest diet
- ★ Boosts energy levels
- ★ Clinically proven ingredients



PLEASE NOTE:  
We only accept credit cards.



Card Type: Select Card

Card Number:

Please do not use spaces or hyphens

CVV:

(What's it?)

Card Expiration:

01 - 2009

☐ Yes, I would like to receive the special bonuses each month for an additional \$124 and \$7.14!

**Rush My AcaiBurn!**



**Offer Details:** When you order today you'll be signed up as a member of our exclusive preferred customer club. You will be billed \$2.00 for the shipping of your 14 day trial, then once you choose to continue losing weight with the AcaiBurn System the low monthly price of only \$59.70 per month for every month. (Shipped as a fresh 3 month supply every 90 days.) And remember, there's never any obligation -- you can cancel your membership at any time by calling 888-888-8845. You have also unlocked your fourteen-day and twenty-eight day trial to the celebrity-driven Insider Secrets Tip package and the Comprehensive Weight Loss eBook package for just \$3.24 and \$7.14 a month thereafter (shown as "Web Access" and "Membership"), should you choose not to cancel. A monthly \$1 transaction fee applies to each membership but subscriptions can be canceled and future charges stopped at any time. To cancel your membership at anytime call AcaiBurn customer service by calling 1-888-888-8845. No obligation. **CANCEL ANYTIME!** All bonus offers come with a monthly membership.

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<https://www.acaiburnhealth.com/confirmOrder.php?sess=pcnk5ma5qild9bay64hout8ug1>

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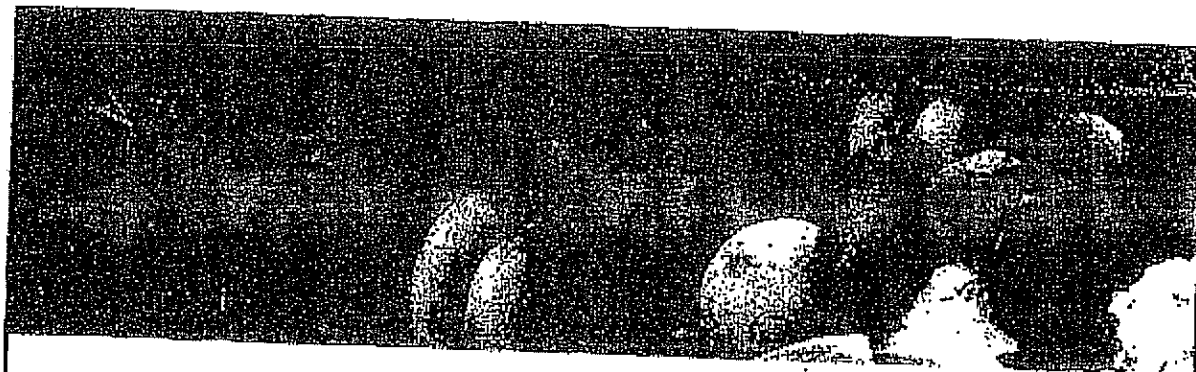
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Home

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Welcome to the Comprehensive Weight Loss Guide, where we'll show you everything you need to know to shed pounds, feel better and live a healthier lifestyle. We are committed to your overall wellness and to helping you lose weight, which is why we are providing these six guides to help you get the body you've always wanted.

These guides will teach you everything you need to know in order to finally lose weight and keep it off. You'll discover fitness ideas that really work -- while you discover how to work them into your busy lifestyle. We'll show you the real facts about obesity, and you'll learn about sensible diet plans that will help you slim down while you stay healthy. It's all part of our determination to provide you with the most comprehensive information about how to lose weight possible.

Login to view your member resources.

Username:

Password:



Forgot Password?

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<http://www.weightlossebookmembership.com/>

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contact

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For more information regarding your membership  
contact us at 1-800-989-5907.

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<http://www.weightlossbookmembership.com/contact.php>

07/17/2009 3:49PM (GMT-04:00)

ATTACHMENT Q - p. 19



Insider Secret Tips

Page 1 of 1

WebAccess

**Insider Secret Tips**  
Expert Secret Tips

Home Diet Profile Healthy Recipes Fitness Resources

**Your Vitality Guide**  
A collection of resources to help you live a better life.

**fresh Healthy Living Tips**

- Respect your body
- Understand the right way to exercise
- Eat fruits and vegetables regularly
- Find healthy protein sources
- Avoid fad diets

**Welcome To Insider Secrets**

At Insider Secrets, we understand how hard it is to live a healthy lifestyle. There is so much information out there, it's hard to know what to believe. You want to eat better and incorporate exercise into your healthy lifestyle, but don't have the information or tools to do it right. That's where we can help. Insider Secrets will provide you with information you can trust about how to eat right, exercise regularly and create overall wellness, so you'll look and feel better without fad diets, gimmicks or frustration.

[Click here to see a demo!](#) [Need help?](#)

**Expert Tips**  
Learn proven strategies from our expert nutrition experts to get closer to your weight loss goals.

**Burn Calories**  
Lose weight the right way by burning enough calories.

Insider Secret Tips

Home Diet Profile Healthy Recipes Fitness Resources

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<http://www.insidersecretstips.com/>

07/17/2009 3:49PM (GMT-04:00)

ATTACHMENT Q - p. 20



September 14, 2009  
Membership - Netpaying Inc  
Month 1 Letter

This merchant is currently running refunds only to prevent chargebacks on the account.  
This will continue for the next 2-3 weeks and at that point the account will be closed to  
all card transactions.

Upon the closure of the account it will be placed on MATCH for excessive chargebacks.

Thank you.

Lori Nichols  
Compliance Specialist  
TransFirst, LLC

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VISA 00268

09/18/2009 11:31AM (GMT-04:00)

ATTACHMENT Q - p. 21



**GMCMP - MANAGEMENT REPORT: Visa Europe**  
**Excessive Chargeback Fee Notification**

Report Month : September 2009

MERCHANT NAME	MEMBER NAME	BIN	MCC	Region	SLS. COUNT	CBK. COUNT	CBK. %	POTENTIAL PENALTY
	CARTASI S.P.A.		4511	3	1,204	15,790	1311.46%	\$1,579,000
	BARCLAYS BANK PLC		5968 7999	3	5,604	251	4.48%	\$25,100
	DEUTSCHE POSTBANK AG		5967	3	3,510	225	6.41%	\$22,500
	DEUTSCHE POSTBANK AG		5967	3	3,810	240	6.30%	\$24,000
	DEUTSCHE POSTBANK AG		5967	3	3,715	239	6.43%	\$23,900
	DEUTSCHE POSTBANK AG		5967	3	3,726	209	5.61%	\$20,900
	DEUTSCHE POSTBANK AG		5967	3	3,958	213	5.38%	\$21,300
	DEUTSCHE POSTBANK AG		5967	3	3,856	206	5.34%	\$20,600
	DEUTSCHE POSTBANK AG		5734	3	26,490	597	2.25%	\$59,700
	FORTIS BANK A.S. (Turkey)		5962	3	323	638	197.52%	\$638,000
	CARTE BLEUE - Societe Generale		5965	3	2,742	504	18.38%	\$50,400
	NORD/LE LATVIA JSC		5734	3	1,473	375	25.46%	\$37,500
	NORD/LE LATVIA JSC		5734	3	3,110	422	13.57%	\$42,200
	NORD/LE LATVIA JSC		5735	3	17,705	528	2.98%	\$52,800
	NORDEA BANK AB		5969	3	914	238	26.04%	\$23,800
	OTP BANK RT (NATIONAL SAVINGS AND		7922	3	1,366	921	67.42%	\$92,100
	VISA ICELAND		5732	3	4,310	775	17.98%	\$77,500
	VISA ICELAND		5712	3	11,805	231	2.13%	\$23,100
	VISA ICELAND		multiple		13,684	1,126	8.23%	\$112,600
	VISA ICELAND		5310		3,561	267	7.50%	\$26,700
	VISA ICELAND		5310		37,339	1,041	2.79%	\$104,100
	VISA ICELAND		5310		20,937	793	3.78%	\$79,300
	VISA ICELAND		5310		2,702	300	11.10%	\$30,000
	VISA SWEDEN ASSOCIATION		3052	3	7,054	229	3.25%	\$22,900
	VISA SWEDEN ASSOCIATION		4111	3	15,443	309	2.00%	\$30,900
	WIRECARD BANK AG		5967	3	287	459	159.93%	\$45,900
	WIRECARD BANK AG		5964	3	5,201	726	13.96%	\$72,600
	WIRECARD BANK AG		5499	3	37,487	1,273	3.40%	\$127,300
	WIRECARD BANK AG		5499	3	35,214	1,279	3.63%	\$127,900
	WIRECARD BANK AG		5966	3	1,658	234	14.11%	\$23,400

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ATTACHMENT R - p. 1



	ISRAEL CREDIT CARDS LIMITED	3	7,154	385	5.38%	\$38,500
	ISRAEL CREDIT CARDS LIMITED	3	4,020	312	7.76%	\$31,200
	ISRAEL CREDIT CARDS LIMITED	3	7,945	205	2.58%	\$20,500
	ISRAEL CREDIT CARDS LIMITED	3	3,831	353	9.21%	\$35,300
	ISRAEL CREDIT CARDS LIMITED	3	2,620	250	9.54%	\$25,000
	ISRAEL CREDIT CARDS LIMITED	3	1,718	207	12.05%	\$20,700
	ISRAEL CREDIT CARDS LIMITED	3	8,467	245	2.89%	\$24,500
	ISRAEL CREDIT CARDS LIMITED	3	5,906	307	5.20%	\$30,700
	ISRAEL CREDIT CARDS LIMITED	3	127,375	5,270	4.14%	\$527,000
	ISRAEL CREDIT CARDS LIMITED	3	5,233	218	4.17%	\$21,800
	ISRAEL CREDIT CARDS LIMITED	3	9,096	921	10.13%	\$92,100
	ISRAEL CREDIT CARDS LIMITED	3	3,221	410	12.73%	\$41,000
	ISRAEL CREDIT CARDS LIMITED	3	2,599	266	10.23%	\$26,600
	ISRAEL CREDIT CARDS LIMITED	3	6,884	213	3.09%	\$21,300
	ISRAEL CREDIT CARDS LIMITED	3	3,640	211	5.80%	\$21,100
	ISRAEL CREDIT CARDS LIMITED	3	2,452	288	11.75%	\$28,800
	ISRAEL CREDIT CARDS LIMITED	3	3,797	300	7.90%	\$30,000
	ISRAEL CREDIT CARDS LIMITED	3	9,207	268	2.91%	\$26,800
	ISRAEL CREDIT CARDS LIMITED	3	4,472	252	5.64%	\$25,200
	ISRAEL CREDIT CARDS LIMITED	3	4,648	546	11.75%	\$54,600
	ISRAEL CREDIT CARDS LIMITED	3	3,685	378	10.26%	\$37,800
	ISRAEL CREDIT CARDS LIMITED	3	4,916	407	8.28%	\$40,700
	ISRAEL CREDIT CARDS LIMITED	3	1,983	275	13.87%	\$27,500
	ISRAEL CREDIT CARDS LIMITED	3	743	338	45.49%	\$33,800
	ISRAEL CREDIT CARDS LIMITED	3	9,350	214	2.29%	\$21,400
	ISRAEL CREDIT CARDS LIMITED	3	4,308	1,251	29.04%	\$125,100
	ISRAEL CREDIT CARDS LIMITED	3	3,111	326	10.48%	\$32,600
	ISRAEL CREDIT CARDS LIMITED	3	2,450	332	13.55%	\$33,200
	ISRAEL CREDIT CARDS LIMITED	3	7,501	255	3.40%	\$25,500
	ISRAEL CREDIT CARDS LIMITED	3	12,839	457	3.56%	\$45,700
	ISRAEL CREDIT CARDS LIMITED	3	9,921	573	5.78%	\$57,300
	ISRAEL CREDIT CARDS LIMITED	3	5,114	233	4.56%	\$23,300
	ISRAEL CREDIT CARDS LIMITED	3	3,832	395	10.31%	\$39,500
	ISRAEL CREDIT CARDS LIMITED	3	1,046	280	26.77%	\$28,000
	ISRAEL CREDIT CARDS LIMITED	3	7,630	333	4.36%	\$33,300
	ISRAEL CREDIT CARDS LIMITED	3	275	246	89.45%	\$24,600
	ISRAEL CREDIT CARDS LIMITED	3	463	1,002	216.41%	\$100,200
	ISRAEL CREDIT CARDS LIMITED	3	5,027	243	4.83%	\$24,300
	ISRAEL CREDIT CARDS LIMITED	3	5,336	225	4.22%	\$22,500

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ATTACHMENT R - p. 2



## Warning Notification

Report Month : September 2009

MERCHANT NAME	MEMBER NAME	BIN	MCC	Regio	SLS. COUNT	CBK. COUNT	CBK. %
	AIB BANK		5964	3	9,831	100	1.02%
	AIB BANK		5999	3	3,231	114	3.53%
	AIB BANK		7392	3	6,930	150	2.16%
	AIB BANK		5964	3	10,213	106	1.04%
	AIB BANK		7994	3	2,632	102	3.88%
	B+S CARD SERVICE GMBH		5967	3	30,320	568	1.87%
	B+S CARD SERVICE GMBH		5967	3	187	173	35.52%
	B+S CARD SERVICE GMBH		7372	3	6,487	146	2.25%
	B+S CARD SERVICE GMBH		7841	3	1,010	143	14.16%
	B+S CARD SERVICE GMBH		5734	3	3,079	140	4.55%
	B+S CARD SERVICE GMBH		5969	3	1,658	103	6.21%
	BANCA MONTE DEI PASCHI DI SIENA S		4789	3	994	184	18.51%
	BARCLAYS BANK PLC		7512	3	2,126	173	5.32%
	BARCLAYS BANK PLC		5968	3	4,748	150	3.16%
	DEUTSCHE POSTBANK AG		5967	3	8,083	197	2.44%
	DEUTSCHE POSTBANK AG		7997	3	354	103	29.10%
	DEUTSCHE POSTBANK AG		7997	3	1,734	101	5.82%
	DEUTSCHE POSTBANK AG		7997	3	424	101	23.82%
	ELAYON FINANCIAL SERVICES LIMITED		4814	3	3,884	315	2.96%
	ELAYON FINANCIAL SERVICES LIMITED		9752	3	190	100	57.63%
	ELAYON FINANCIAL SERVICES LIMITED		3357	3	10,435	171	1.64%
	GROUPEMENT CARTE BLEUE - Societe C		4511	3	11,848	147	1.24%
	GROUPEMENT CARTE BLEUE - Societe C		5965	3	299	101	33.78%
	GROUPEMENT CARTE BLEUE - CIC		4814	3	31,070	371	1.19%
	HSBC BANK PLC		3615	3	6,964	166	2.38%
	HSBC BANK PLC		4812	3	12,371	137	1.11%
	INTERPAY NEDERLAND B.V.		5967	3	7,213	100	1.39%
	NATIONAL WESTMINSTER BANK PLC		4812	3	1,762	132	7.49%
	NATIONAL WESTMINSTER BANK PLC		7995	3	242	111	45.87%
	NATIONAL WESTMINSTER BANK PLC		4814	3	46,398	762	1.64%
	NATIONAL WESTMINSTER BANK PLC		4131	3	35,999	443	1.23%
	SERVIRED - Caja Madrid		5962	3	9,868	118	1.20%
	SERVIRED - La Caixa		4722	3	360	166	46.11%
	SERVIRED - La Caixa		4011	3	3,807	110	2.89%
	SERVIRED - Caixa Catalunya		5967	3	17,496	275	1.57%

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ATTACHMENT R - p. 3



VISA ICELAND	5310	3	2,780	162	5.83%
VISA ICELAND	5310	3	3,776	144	3.81%
VISA ICELAND	6012	3	11,466	133	1.16%
VISA ICELAND	5310	3	1,977	119	6.02%
VISA ICELAND	6012	3	11,644	118	1.01%
VISA ICELAND	5310	3	3,301	116	3.51%
VISA ICELAND	5039	3	10,430	114	1.09%
VISA ICELAND	5310	3	781	105	13.44%
VISA ICELAND	5912	3	45,769	794	1.73%
VISA ICELAND	5969	3	27,024	382	1.41%
WIRECARD BANK AG	7995	3	17,928	187	1.04%
WIRECARD BANK AG	5967	3	1,691	142	8.40%
WIRECARD BANK AG	5964	3	13,488	139	1.03%
WIRECARD BANK AG	5967	3	1,729	123	7.11%
WIRECARD BANK AG	5967	3	781	123	15.75%
WIRECARD BANK AG	5967	3	1,215	120	9.88%
WIRECARD BANK AG	5964	3	1,993	120	6.02%
WIRECARD BANK AG	7995	3	5,734	119	2.08%
WIRECARD BANK AG	5967	3	1,726	118	6.84%
WIRECARD BANK AG	7995	3	539	115	21.34%
WIRECARD BANK AG	5499	3	6,767	113	1.67%
WIRECARD BANK AG	5964	3	2,093	108	5.16%
WIRECARD BANK AG	8999	3	23,753	260	1.09%

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ATTACHMENT R - p. 4



COUNCIL DECISION
Suspend 3 months - airline went into administration on 1 September 2009
Defer Decision to December 09 Council - for additional meeting with acquirer and merchant
LEVY PENALTY
LEVY PENALTY
LEVY PENALTY
LEVY PENALTY
LEVY PENALTY
LEVY PENALTY
Suspend 3 months
Suspend 3 months
LEVY PENALTY
LEVY PENALTY
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LEVY PENALTY
Currently under agreed suspension period
LEVY PENALTY
Suspend 3 months
LEVY PENALTY
Currently under agreed suspension period
Currently under agreed suspension period
Currently under agreed suspension period
Currently under agreed suspension period
Suspend 3 months
SUSPEND - See Michael's email 12/7
LEVY PENALTY
LEVY PENALTY
LEVY PENALTY
LEVY PENALTY
LEVY PENALTY

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ATTACHMENT R - p. 5



ATTACHMENT R - p. 6